

Vernon E. Murray, *pro se*
215 North Marengo Avenue, Third Floor
Pasadena, California 91101-1504
(626) 584-9860
In pro per

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In Re:

CASE NO. 6:20-bk-10583-SC

**Aaron Kenneth Anderson and
Jane Marie Anderson,

Debtors.**

Chapter 7

**Vernon E. Murray in his individual
capacity and as the General Partner of
The Walnut Plaza, Ltd. and The
Walnut Plaza, Ltd.,**

Adversary No.:

**Complaint To Determine
Dischargeability Of Debt Pursuant To
11 USC § 523(a)(2)(A))**

Plaintiffs,

vs.

**Aaron K. Anderson, individually and
doing business as Aaron K. Anderson
Construction,**

Defendant.

Plaintiffs Vernon E. Murray, in his individual capacity and as the General
Partner of The Walnut Plaza, Ltd., and The Walnut Plaza, Ltd., hereby alleges:

PARTIES

1. Plaintiff Vernon E. Murray (sometimes referred to as Plaintiff Murray)
is the owner of the real property located at 28728 Palisades Drive, Lake Arrowhead,

1 California (hereafter Arrowhead Property) in the County of San Bernardino.
2 Plaintiff Murray is also the general partner of Plaintiff The Walnut Plaza Ltd.
3 (sometimes referred to as Plaintiff TWP). TWP is a California Limited Partnership.

4 2. Defendant and debtor Aaron K. Anderson doing business as Aaron K.
5 Anderson Construction Company (Anderson) has his principal place of business in
6 Lake Arrowhead, California, in the County of San Bernardino.

7 **JURISDICTION AND VENUE**

8 3. The within action is a core proceeding brought pursuant to 11 USC §
9 523(a)(2) to determine the dischargeability of a debt owing from Anderson to
10 Plaintiffs and to except such debt from Anderson's discharge in the above-entitled
11 bankruptcy proceeding now pending before this Court.

12 4. Jurisdiction exists under 28 USC § 157(a), (b)(1),(b)(2)(I), § 133(b) and
13 11 USC § 523(c) and applicable United States District Court of California General
14 Orders.

15 5. Venue is proper within the Central District under 28 USC § 1409(a) in
16 that Anderson's bankruptcy proceeding is pending in the Los Angeles Division,
17 Central District of California of the United States Bankruptcy Court.

18 6. On January 24, 2020, Anderson filed the Chapter 7 bankruptcy petition
19 which is pending.

20 **FACTUAL BACKGROUND**

21 7. On or about July 16, 2012, Plaintiff Murray, on behalf of himself and
22 Plaintiff TWP, entered into a written agreement with Bryant Bergeson (Bergeson) to
23 provide design, inspection and structural engineering services for a 5-story Home to
24 be constructed on the Arrowhead Property.

25 8. On or about April 28, 2016, Anderson entered into a written agreement
26 with Plaintiffs to serve as the general contractor for the construction of the Home
27 pursuant to the plans and specifications of Bergeson dated February 2, 2016 and,
28 through him, his subcontractors and other agents to construct and complete in an

1 excellent workman-like manner the improvements on the Home as specified by
2 Plaintiff Murray. Anderson further agreed to inspect the construction at each phase
3 of completion and provide written reports to Plaintiffs on the work that was
4 completed, certifying that it was in accordance with the plans and specifications, the
5 best quality of construction practices and all governmental codes. Anderson knew
6 and agreed that his reports and sign offs on the completion of the work were a
7 prerequisite for the payment of the contractors and subcontractors. Anderson
8 undertook these inspections and provided verbal and written reports of the
9 construction and completion of the various phases of the construction to Plaintiffs for
10 which he charged and was paid an hourly rate.

11 9. Plaintiffs paid subcontractor Jim Robbins \$123,224.16 for work
12 performed based on the inspections and reports of Anderson provided to Plaintiffs
13 under the terms of the agreements between him and Plaintiffs, which reports stated
14 that at each of the agreed upon stages of completion, including the final stage, that
15 the work by Robbins had been completed pursuant to the terms and standards set
16 forth in his subcontract agreement, pursuant to all codes and pursuant to the plans
17 and specifications for the work.

18 10. On or about September 12, 2017, a building inspector for the County of
19 San Bernardino Building And Safety Division (Building And Safety) inspected the
20 property with Anderson and Plaintiffs. The inspector found deficiencies in the
21 construction work and issued a Correction Notice. In the Correction Notice issued
22 on September 12, 2017, the inspector required, among other things, that all seismic
23 straps be checked and further noted that there were missing structural hold-downs,
24 identified as Htt5's. He suspended his inspection until all of the structural
25 components required by the permitted plans and Building Codes were properly
26 installed.

27 11. Anderson secured from Bergeson a Structural Observation Report Form
28 that falsely and fraudulently certified that there were no deficiencies with the metal

1 straps and HTT5's. Anderson secured the Report from Bergeson to cover up his
2 false reporting and to induce Plaintiffs to pay Robbins for work that had not been
3 completed. The Report also perpetrated a fraud on Building And Safety, which
4 signed off on the framing that in fact had not been completed.

5 12. Plaintiffs filed a complaint in the San Bernardino Superior Court against
6 Anderson and other entitled Murray v. Bergeson, Case No. CIVDS1812545. A true
7 and correct copy of the First Amended Complaint filed in the state court action is
8 attached hereto as Exhibit A and incorporated herein by reference.

9 **FIRST CAUSE OF ACTION**

10 **(Fraud and Deceit)**

11 **(Against Anderson For The Determination Of Nondischargeability Of Debt**
12 **Incurred Via Fraud, False Pretense, And False Representation Per11 USC §**
13 **523(a)(2)(A))**

14 13. Plaintiffs hereby incorporate by reference as though fully set forth at
15 length herein each and every allegation contained in paragraphs 1 through 12,
16 inclusive.

17 14. At numerous times during the construction of the Home on the
18 Arrowhead Property, including specifically on May 18, 2016, June 17, 2016, August
19 12, 2016 and August 26, 2016, Anderson and others represented to Plaintiffs that
20 they had inspected the Home and that Robbins had completed work on the Home
21 required as of those respective dates in accordance with plans and specifications, all
22 governmental codes and the best construction practices. Anderson knew his
23 representations were false and stated said representations with the intent to induce
24 Plaintiffs to pay Robbins for the work that had not been performed and for work that
25 had been improperly performed.

26 15. Plaintiffs did not know, until November 2017, that the representations
27 were false. Plaintiffs justifiably relied on the representations of Anderson, paying
28 Robbins over \$123,000.00 for work that in truth had not been completed at all or had

1 not been completed pursuant to the plans and specifications and was not due to
2 Robbins.

3 16. Anderson knew that his inspection and reporting of the completion of
4 work was a prerequisite for the issuance of invoices, lien release and payments to
5 Robbins. Despite that knowledge, Anderson falsely stated Robbins had properly
6 completed his work at the various stages and provided fraudulent inspection reports.

7 17. During the course of construction, Anderson concealed the fact the
8 Bergeson had improperly designed the Home one foot below the required elevation
9 necessary to prevent water runoff from entering the garage and the Home. Anderson
10 and Robbins concealed from Plaintiffs the fact that the Home had been constructed
11 with the first floor and the ridge line one foot higher than on the plans and
12 specifications originally approved by Building and Safety. In late August 2016,
13 Plaintiffs discovered the facts that had been concealed from him as alleged in this
14 paragraph. Had Plaintiffs been advised of the failure of Bergeson to properly design
15 the Home at the correct elevation before the ridge line was raised and floors adjusted
16 to that ridge line, the plans and specification could have been, among other things,
17 redrawn to avoid the necessity to install radiant heating at a savings of over
18 \$90,000.00.

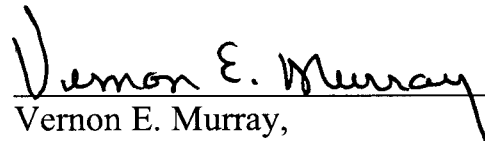
19 18. As a direct and proximate result of the fraud and concealment by
20 Anderson, Plaintiffs have incurred damages in an amount in excess of \$213,000.00.

21 19. Anderson's conduct, as alleged herein, was done with a conscious
22 disregard of Plaintiffs' rights, and with intent to vex, injure or annoy such as to
23 constitute oppression, fraud, or malice under Civil Code Section 3294.

24 20. The acts and conduct of Anderson as alleged above including the
25 allegations of the First Amended Complaint constitute grounds to except the debt
26 owed by Anderson from the general bankruptcy discharge under 11 U.S.C.
27 §523(a)(2)(A). 11 U.S.C. §523(a)(2)(A) provides that an individual debtor is not
28 discharged from any debt for money, property, services, or an extension, renewal or

1 refinancing to the extent obtained by false pretenses, a false representation, or actual
2 fraud.

3 Date: April 24, 2020


Vernon E. Murray,
In Pro Per

COPY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

OCT 05 2018

BY 
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In association with

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Attorneys for Plaintiffs Vernon E. Murray, in his individual capacity and as the General Partner of The Walnut Plaza, Ltd., and The Walnut Plaza, Ltd.

Superior Court Of The State Of California

For The County Of San Bernardino

**Vernon E. Murray in his individual capacity
and as the General Partner of The Walnut
Plaza, Ltd. and The Walnut Plaza, Ltd.,**

Plaintiffs,

vs.

**Bryant Bergeson, individually and doing
business as KADTEC, Mauricio Rodriguez,
individually and dba M.R. Home Design and
Drafting Service, Jim Robbins, individually
and doing business as Robbins Construction,
Alec Seaman, individual and doing business as
Alec Seaman Construction, Aaron K.
Anderson, individually and doing business as
Aaron K. Anderson Construction and DOES 1
through 10, inclusive,**

Defendants.

CASE NO. CIVDS1812545
(Complaint Filed May 22, 2018)

**First Amended Complaint For Compensatory
And Punitive Damages; Demand For Trial By
Jury**

Plaintiffs Vernon E. Murray, in his individual capacity and as the General Partner of The Walnut Plaza, Ltd., and The Walnut Plaza, Ltd., hereby allege:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

COMPLAINT FOR COMPENSATORY AND PUNITIVE DAMAGES

Exhibit "A"

1 1. Plaintiff Vernon E. Murray (sometimes referred to as Plaintiff Murray) is the owner
2 of the real property located at 28728 Palisades Drive, Lake Arrowhead, California (hereafter
3 Arrowhead Property) in the County of San Bernardino. Plaintiff Murray is also the general partner
4 of Plaintiff The Walnut Plaza Ltd. (sometimes referred to as Plaintiff TWP). TWP is a California
5 Limited Partnership.

6 2. Plaintiffs are informed and believe and thereon allege that defendant Bryant
7 Bergeson (Bergeson) is and at all times material herein was a civil engineer duly licensed by the
8 State of California, whose principal place of business is in Twin Peaks, California. Plaintiffs are
9 further informed and believe and thereon allege that Kadtec is the fictitious business name of
10 defendant Bryant Bergeson.

11 3. Plaintiffs are informed and believe and thereon allege that defendant Mauricio
12 Rodriguez (Rodriguez) doing business as M.R. Home Design and Drafting Service is a resident of
13 Beaumont, California in the County of Riverside.

14 4. Plaintiffs are informed and believe and thereon allege that defendant Jim Robbins
15 doing business as Robbins Construction (Robbins) has his principal place of business in Crestline,
16 California, in the County of San Bernardino. Plaintiffs are informed and believe and thereon allege
17 that Robbins is and all times material herein was a licensed general contractor.

18 5. Plaintiffs are informed and believe and thereon allege that defendant Alec Seaman
19 doing business as Alec Seaman Construction (Seaman) has his principal place of business in Big
20 Bear Lake, California, in the County of San Bernardino. Plaintiffs are informed and believe and
21 thereon allege that Seaman is and all times material herein was a licensed general contractor.

22 6. Plaintiffs are informed and believe and thereon allege that defendant Aaron K.
23 Anderson doing business as Aaron K. Anderson Construction Company (Anderson) has his
24 principal place of business in Lake Arrowhead, California, in the County of San Bernardino.
25 Plaintiffs are informed and believe and thereon allege that Anderson is and all times material
26 herein was a licensed general contractor.

27 7. Plaintiffs are ignorant of the true names and capacities of Does 1 through 10,
28 inclusive, and therefore sue such Defendants by their fictitious names. When the true names and

1 capacities of those Defendants are ascertained, Plaintiffs will amend this complaint pursuant to
2 Code of Civil Procedure § 474.

3 8. Plaintiffs are informed and believe and thereon allege that each of the Defendants
4 named herein was, at all times material hereto, the agent, servant and employee of each and every
5 other Defendant and that all acts, omissions and conduct alleged herein were undertaken pursuant
6 to the scope of the agency and employment.

7 9. On or about July 16, 2012, Plaintiff Murray, on behalf of himself and Plaintiff TWP,
8 entered into a written agreement with Bergeson to provide design, inspection and structural
9 engineering services for a 5-story Home to be constructed on the Arrowhead Property. Bergeson
10 had represented that he was a structural engineer and that he was highly qualified to provide the
11 due diligence and professional services required to design and construct the Home on the
12 Arrowhead Property (hereinafter the Home). The services included the design phase in which
13 Bergeson and Rodriguez, agreed to explore and create floor plans, elevations, a roof plan and a plot
14 plan in consultation with Plaintiffs and to obtain all permits and to conduct and obtain all
15 inspections related to the design and construction of the Home. The services further included a
16 structural layout phase including the preparation of plans for the layout of roof framing, floor
17 framing, foundation, sections and structural details. In addition, the contract called for an
18 engineering phase that was to include but not be limited to structural design, and structural
19 calculations for the design, compliance with California Title 24 and plans, details and
20 specifications. The contract also included all due diligence related to the design, construction and
21 engineering of the Home, including but not limited to surveys, geology reports, geotechnical
22 reports, topographic surveys and inspections and certifications to the County and the Plaintiffs that
23 the construction complied with the permitted plans and specifications and all applicable
24 governmental codes. The fees of Bergeson under the terms of the contract were calculated based
25 on the square footage of the project, which changed during the course of design and construction,
26 plus additional hourly and fixed fees.

27 10. In the year 2013, Plaintiffs started construction on the Home designed by Bergeson.
28 In September 2013, Plaintiff Murray was diagnosed with cancer and given a prognosis that he

1 would probably not survive more than one year. As a result, construction on the Home was
2 stopped. After undergoing chemotherapy, Plaintiff Murray underwent major surgery as part of his
3 cancer treatment. After that surgery, his prognosis improved. After a sufficient time had passed for
4 Plaintiff Murray to be comfortable in the belief that recurrence of the cancer was substantially
5 reduced, he began evaluating whether to restart construction of the Home. That evaluation began in
6 the fourth quarter of 2015. Plaintiff Murray decided to resume construction only if he was able to
7 secure safeguards that those parties responsible for the design and construction of the Home were
8 well qualified and would provide duplicative and cross-checked supervision and inspections during
9 the construction.

10 11. Bergeson stated to Plaintiff Murray that if he was hired that he would utilize and
11 provide extraordinary care, skill and efforts in supervising the construction and would perform not
12 only the required County inspections but also additional inspections, field visits and supervision
13 during the construction of the Home. Plaintiff Murray believed he could rely on these
14 representations and Bergeson's personal commitment to assure the best quality of work on the
15 Home and that the work would comply with the plans and specifications and all applicable
16 governmental codes. Accordingly, Bergeson was hired for these purposes and agreed to provide
17 and undertook construction review services during the construction to ensure that the General
18 contractor and subcontractors built the structure in accordance with the plans, specifications and
19 details prepared by defendants, and each of them. Bergeson agreed to inspect and approve work
20 during the construction for compliance with the plans and specifications, all codes and best quality
21 construction practices. Bergeson knew and agreed that his inspections and approvals were a
22 prerequisite for the payment of the contractors and subcontractors and inspections by the County of
23 San Bernardino.

24 12. Bergeson charged Plaintiffs on a unit pricing basis per square foot; plus, additional
25 fees for the extra work such as the above-referenced inspections. Plaintiffs paid Bergeson
26 \$67,086.56.

27 13. Plaintiffs entered into a written agreement with Rodriguez for the interior design of
28 the Home and to provide construction drawings for the build out of the structure designed by

1 Bergeson. Rodriguez further agreed to provide supervision of the construction and to direct and
2 interface with the contractors and subcontractors during construction to interpret and provide
3 assistance for compliance with construction drawings and to manage the construction. Rodriguez
4 was on the job nearly every day during construction providing supervision, as-built plans and
5 working on change orders. Rodriguez further agreed to inspect the construction at each phase and
6 provide written reports to Plaintiffs on the work that was completed certifying that it was in
7 accordance with the plans and specifications, the best quality of construction practices and all
8 governmental codes. Rodriguez knew and agreed that his reports and sign offs on the completion of
9 work were a prerequisite for the payment of the contractors and subcontractors. Rodriguez
10 undertook those inspections and provided verbal and written reports of the construction and
11 completion of the various phases of the construction for which he charged and was paid an hourly
12 rate.

13 14. Plaintiffs are informed and believe and thereon allege Rodriguez was also an
14 employee of Bergeson and provided drafting and other services on the Home for said defendant.
15 Rodriguez separately and independently agreed to the work alleged in paragraph 12 pursuant to the
16 contract with Plaintiffs, with the consent of Bergeson.

17 15. On or about April 28, 2016, Anderson entered into a written agreement with
18 Plaintiffs to serve as the general contractor for the construction of the Home pursuant to the plans
19 and specifications of Bergeson dated February 2, 2016 and, through him, his subcontractors and the
20 employees of owner to construct and complete in an excellent workman-like manner the
21 improvements on the Home as specified by Plaintiff Murray. Furthermore, Anderson agreed to
22 contract with and supervise all subcontractors and secure and supervise the use of all materials,
23 machinery, equipment, utilities, transportation and other facilities needed to construct the Home.
24 Anderson further agreed to supervise and direct all work using the highest professional skill and
25 attention and to be responsible for the control of the construction methods, techniques, sequences,
26 procedures and recordkeeping and to coordinate all portions of the construction of the Home.
27 Anderson also agreed to be responsible for the acts and omissions of all employees, subcontractors,
28 their agents and employees as well as other persons performing portions of the work on the Home.

Anderson also agreed to assist Rodriguez and plaintiff Murray in preparing more detailed plans and specifications than the ones provided by Bergeson. Anderson further agreed to inspect the construction at each phase and provide written reports to Plaintiffs on the work that was completed, certifying that it was in accordance with the plans and specifications, the best quality of construction practices and all governmental codes. Anderson knew and agreed that his reports and sign offs on the completion of the work were a prerequisite for the payment of the contractors and subcontractors. Anderson undertook these inspections and provided verbal and written reports of the construction and completion of the various phases of the construction for which he charged and was paid an hourly rate.

16. On or about April 28, 2016, Robbins entered into a written subcontract agreement with Anderson, the general contractor for the project at that time. Plaintiffs are a third-party beneficiary of that contract. Robbins agreed to provide crane, labor, scaffolding and framing pursuant to a proposal dated February 19, 2016 and the contract with Anderson. Said work was to be undertaken pursuant to the plans and specifications prepared by Bergeson and permitted by the County of San Bernardino. Said plans and specifications were attached to the subcontract agreement and called for the installation of seismic straps and hold-downs, as well as shear walls and other structural materials, which Robbins was obligated to install as part of his work.

17. Plaintiffs paid Robbins \$123,224.16 for work performed based on the inspections and reports of Bergeson, Anderson and Rodriguez provided to Plaintiffs under the terms of the agreements between them and Plaintiffs, which reports state that at each of the agreed upon stages of completion, including the final stage, that the work by Robbins had been completed pursuant to the terms and standards set forth in his subcontract agreement, pursuant to all codes and pursuant to the plans and specifications for the work. In November 2016, Robbins was removed from the project for a failure and refusal to construct the Home in accordance with the plans and specifications, insubordination and numerous negligent and intentional breaches of contract.

18. On or about January 13, 2017, Plaintiffs entered into a written construction contract with Seaman by which Seaman agreed to repair work that had been improperly completed on the Home, complete the work that had not been completed on the Home and to supervise all work by

1 the subcontractors. Pursuant to an agreement with Plaintiffs to inspect the Home and identify all
2 framing work that did not comply with the plans and specifications, applicable code provisions and
3 good construction practices, Seaman conducted comprehensive inspections of the Home and issued
4 a written report Dated January 13, 2017 (hereafter the Seaman Report). The Seamen Report was
5 utilized in part to define the scope of the work for the construction contract entered into with
6 Plaintiffs. The January 13, 2017 report was supplemented on June 30, 2017. A true and correct
7 copy of the January 13, 2017 report with the June 30, 2017 supplement is attached hereto,
8 designated Exhibit 1 and incorporated herein by reference. Plaintiffs paid Seaman \$3,981.00 for
9 the inspection reports. Alec Seaman and his family represented to the Plaintiff Murray that they
10 would take on the burden of supervision and inspection of the Home and Arrowhead Property to
11 ensure construction was properly completed in accordance with the Plans and Specifications, the
12 highest quality of construction practices and all code provisions. Shannon Seaman separately
13 represented to Plaintiff Murray that Alec Seaman could be fully trusted and that his construction
14 company was the best in the region.

15 19. On or about September 12, 2017, a building inspector for the County of San
16 Bernardino Building And Safety Division (Building And Safety) inspected the property with
17 Seaman, Anderson and Plaintiffs. The inspector found deficiencies in the construction work and
18 issued a Correction Notice. In the Correction Notice issued on September 12, 2017, the inspector
19 required, among other things, that all seismic straps be checked and further noted that there were
20 missing structural hold-downs, identified as Htt5's. He suspended his inspection until all of the
21 structural components required by the permitted plans and Building Codes were properly installed.

22 20. On September 14, 2017, despite the fact that no work had been done on the Home to
23 correct the deficiencies identified in the Correction Notice and that he had not even been to the job
24 site to inspect the actual condition of the Home, Bergeson signed a statement to the County of San
25 Bernardino under penalty of perjury entitled Structural Observation Report Form in response to the
26 September 12, 2017 correction notice of Building And Safety. Exhibit 2 is a true and correct copy
27 of said Correction Notice. In the Structural Observation Report Form, Bergeson certified that there
28 were no deficiencies with the metal straps and HTT5's. Exhibit 3 is a true and correct copy of the

1 Structural Observation Report Form. As a result of the Structural Observation Report Form, the
2 inspector for Building and Safety signed off on framing and structural components on the
3 Inspection Record for the Home building project and allowed construction to continue that would
4 cover up the deficiencies.

5 21. Shortly thereafter, Plaintiffs hired independent structural engineers at Simpson
6 Gumpertz & Heger Inc. (Simpson firm) to inspect the Home and provide a full report of any and all
7 issues of faulty design and construction of the structural elements of the Home.

8 22. In November 2017, Plaintiffs asked Rodriguez to inspect the Home with him. While
9 Rodriguez began the inspection, shortly thereafter he refused to complete it and quit the job.

10 23. After two inspections of the Home, the Simpson firm issued a preliminary report on
11 December 14, 2017 finding numerous structural deficiencies. A true and correct copy of the
12 December 14 2017 Report, is attached hereto, designated Exhibit 4 and incorporated herein by
13 reference.

14 24. On or about April 12, 2018, the Contractor Variance Plans and Specifications with
15 corrections were issued by Bergeson and approved by the Simpson Firm. On April 20, 2018,
16 Bergeson and Kevin Yang and Jim MacDonald of the Simpson Firm met with two general
17 contractors who were bidding on the project and reviewed those plans and specifications.
18 Following that meeting, Bergeson agreed that the April 12, 2018 plans and specifications would be
19 the final contractor variance report and corrective measures for the seismic deficiencies resulting
20 from the contractors not building the Home pursuant to the plans and specifications of Bergeson
21 and permitted by the county Building And Safety Division.

22 25. Subsequent to the issuance of the preliminary report on the structural condition of
23 the Home on December 14, 2017, the Simpson Firm engaged in an extensive series of inspections
24 of the Home, consultations with defendant Bergeson, consultations with geologists, consultations
25 with geotechnical engineers, interviews of contractors who worked on the Home and other due
26 diligence. It also issued a series of interim plans and specifications for a seismic retrofit of the
27 Home that it determined was required due to the inadequate and deficient due diligence, design and
28 the inspections of the structural components of the Home by Bergeson. The Simpson Firm issued

1 the final set of plans and specifications for the seismic retrofit of the Home (hereafter the Seismic
2 Engineering Fixes) on September 25, 2018.

3 26. Construction on the plans and specifications alleged in paragraphs 24 and 25 has
4 been conducted under the supervision and approval of Bergeson and the Simpson firm until June
5 11, 2018 and by the Simpson Firm thereafter.

6 27. A third set of plans and specifications will be issued by the Simpson firm specifying
7 non-seismic construction deficiencies in the Home resulting from the failure of contractors to
8 perform their work in accordance with the plans and specifications and good construction practices.

9 **First Cause Of Action—Breach Of Contract**

10 28. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
11 each and every allegation contained in paragraphs 1 through 27, inclusive.

12 29. Plaintiffs performed all obligations required of them under the terms of the contracts
13 heretofore alleged.

14 30. Bergeson breached his contract with Plaintiffs by, among other things, failing to
15 properly design the structure of the Home placing it on the Arrowhead Property one foot below
16 where it should have been located to avoid street water runoff into the garage and the living area of
17 the Home. The entry, loft and garage floor had to be located approximately one foot above the
18 County drainage system at the street. In the middle of the construction of the framing on the Home
19 and without advising Plaintiffs and the building department, and in violation of the express
20 provisions set forth on Sheet T-1 of the permitted plans, Bergeson and Rodriguez, in conjunction
21 with the contractors, raised the ridge line of the Home one foot in an attempt to fix the design error.
22 Among other things, the locations for the entry, loft and garage floor were adjusted along with the
23 raising of the ridge line.

24 31. Bergeson further breached his contract with Plaintiffs by failing to properly design
25 elements of the structure as set out in the plans and specifications approved on May 21, 2018.

26 32. Bergeson further breached his contract with Plaintiffs by failing to obtain adequate
27 geology and geotechnical reports and perform proper due diligence to design the Home, to do the
28 structural engineering and to adequately and properly inspect the Home during the course of

1 construction to ensure that the contractors and subcontractors performed all of the work required by
2 the plans and specifications and the Building Codes.

3 33. Rodriguez breached his contract with Plaintiffs by, among other things:

4 A. Failing to prepare adequate, complete and accurate designs, drawings and details for the
5 construction of the Home;

6 B. Failing to identify, address and prepare solutions and drawings for issues created by the
7 permitted plans in construction of the Home such as changes to floor heights, window
8 heights, window locations;

9 C. Failing to properly document and report construction defects, failure of contractors to
10 follow the permitted plans and specifications, errors and measurements in locations of
11 walls, floors, windows, door openings and other issues;

12 D. Preparing and issuing a series of erroneous, incomplete and in accurate inspection
13 reports for himself, Anderson and other parties certifying and representing the work had
14 been completed in accordance with the requirements and standards set forth in the plans and
15 specifications, governmental codes and contracts with the Plaintiffs and the general
16 contractor. Rodriguez new Plaintiffs were relying on these inspections and related reports
17 and that he had been retained to make certain that the structure was being built on a day-to-
18 day basis and at each stage of construction pursuant to the best construction practices and in
19 strict compliance with the plans and specifications;

20 E. Failing to timely provide designs, plans, details, inspections and reports needed for the
21 construction of the Home;

22 F. Failing to show up timely and leaving before the agreed-upon time and duration of
23 meetings with Plaintiff Murray, the contractors and other parties involved in the
24 construction;

25 G. Failing to organize documents and record his work in any manner that could be stored,
26 identified, retrieved and utilized by himself and other parties;

27 H. Failing to show up for or finish scheduled meetings and inspections, including a job
28 walk with Plaintiff Murray to identify and document each item in the Home that had been

1 constructed at a variance to the plans and specifications. The first four or five openings
2 checked at the inspection were at material variance to the plans at which point Rodriguez
3 walked off the job site and quit without adequate notice and in violation of his contractual
4 obligations;

5 I. Failing and refusing to turn over his records and work products for the Home in an
6 indexed, documented, or organized format after he quit despite repeated requests and
7 demands that he do so. What was turned over was mostly unusable by other parties; and

8 J. Providing false and inaccurate inspection reports for the purpose of assisting contractors
9 to be paid money they were not owed for work that did not comply with the plans,
10 specifications, building codes, good construction practices and other contractual
11 obligations.

12 34. Robbins breached the contract between himself and Anderson on which Plaintiffs
13 are third-party beneficiaries by failing to direct, supervise and control the construction of the Home
14 and by, among other things, failing to follow proper construction practices, Building Codes and the
15 plans and specifications of Bergeson, Rodriguez and manufacturers. Robbins falsely represented
16 that the work was completed and that the work was completed in accordance with the plans and
17 specifications in order to collect monies that were not due him under his contract with Anderson.

18 35. Anderson breached the contract with the Plaintiffs by, among others things:

19 A. Failing to complete the work on the Home pursuant to the plans and specifications, the
20 Building Codes and good construction practices;

21 B. Failing to adequately supervise and direct the work of his workers and subcontractors;

22 C. Failing to adequately inspect the work and providing inadequate and false inspection
23 reports to Plaintiffs in order to receive payments for work and that had not been completed,
24 for work that did not comply with the plans and specifications, for work that violated the
25 Building Codes, and for work that materially changed the Home from the plans and
26 specifications;

27 D. Failing to inventory, secure and account for building materials; and

28 E. Walking off the job without notice prior to its completion.

1 36. Seaman breached the contract with Plaintiffs by, among other things:

2 A. Failing to read the plans and specifications;

3 B. Failing to complete comprehensive and accurate inspections of the Home;

4 C. Issuing materially incomplete and inaccurate inspection reports;

5 D. "Covering" work on the Home that did not comply with the plans and specifications, the
6 Building Codes and good construction practices;

7 E. Billing for work that had not been done;

8 F. Billing for work that did not comply with the plans and specifications;

9 G. Failing to adequately supervise and inspect the work that was done on the Home;

10 H. Doing work away from the jobsite and refusing Plaintiffs requests and demands to
11 inspect the quality and progress of the work;

12 I. Quitting without notice and abandoning the work on the Home before it was completed
13 and "dumping" partially completed and defective work products and materials on the
14 jobsite;

15 J. Failing and refusing to complete work and correct deficiencies in the work identified
16 and required by the County building inspector; and

17 K. Recommending and requiring Plaintiffs to pay subcontractors for work that had been
18 done in violation of the plans and specifications, building codes and good construction
19 practices.

20 37. As a direct and proximate result of the breach of contract by Bergeson, Plaintiffs
21 have been damaged in excess of \$1,000,000.00, including but not limited to:

22 a. Plaintiffs were required to retain the services of civil and structural engineers
23 to inspect the "as-built" condition of the Home and create reports together with plans and
24 specifications for the completion of the work required by the permitted plans and specifications.
25 The engineers were also required to review structural engineering for the permitted plans and
26 specifications and work with Bergeson to prepare plans and specifications for a retrofit of the
27 seismic engineering of the Home to bring it up to building code and acceptable safe structural
28 engineering standards. The cost to date for this work is approximately \$200,000.00 and it is

1 estimated that there will be at least another \$50,000.00 incurred for inspection fees, further
2 identification of defective work in non-structural areas and the production of plans and
3 specifications for the corrective work required;

4 b. The construction of the Home has been delayed for approximately 18
5 months causing the loss of use to Plaintiffs in excess of \$450,000.00, plus approximately
6 \$300,000.00 of increased construction costs, the cost of course of construction insurance premiums
7 of \$17,000.00 and other expenses and damages;

8 c. Plaintiffs made disbursements to Robbins Construction in the amount of
9 \$123,224.15 in reliance on the reports of Bergeson;

10 d. Plaintiffs have incurred costs related to the unauthorized and secretive
11 raising of the loft floor and ridgeline of the house of in excess of \$50,000.00. Had Plaintiffs been
12 notified of this unauthorized work, among other things, the modifications to the house could have
13 been made in a manner that would have allowed the deletion of the radiant heating system and at a
14 savings of at least \$90,000;

15 e. Plaintiffs will incur further construction costs to complete and correct the
16 seismic and other work not in compliance with the plans and specifications in excess of
17 \$250,000.00;

18 f. Plaintiffs have incurred additional costs of \$3,000.00 for the improper design
19 of the elevator pit, \$15,000.00 for additional structural support for the fireplaces and \$15,000.00
20 for related work to increase the size of the chimney to comply with Building Codes and to
21 accommodate flues and venting of the fire places.

22 38. As a direct and proximate result of the breach of contract by Rodriguez, Plaintiffs
23 have been damaged in excess of \$1,000,000.00, including but not limited to:

24 a. Plaintiffs were required to retain the services of architects, contractors,
25 designers and draftsmen to verify the "as-built" condition of the Home, compare the "as-built"
26 condition of the permitted plans and specifications and create new plans and corrective work in
27 order to complete the construction of the Home;

28 b. Plaintiffs were required to retain the services of civil and structural engineers

1 to inspect the “as-built” condition of the Home and create reports together with plans and
2 specifications for the completion of the work required by the permitted plans and specifications.
3 The engineers were also required to review structural engineering for the permitted plans and
4 specifications and work with Bergeson to prepare plans and specifications for a retrofit of the
5 seismic engineering of the Home to bring it up to building code and acceptable safe structural
6 engineering standards;

7 c. The construction of the Home has been delayed for approximately 18
8 months causing the loss of use to Plaintiffs in excess of \$450,000.00, plus approximately
9 \$300,000.00 of increased construction costs and the cost of course of construction insurance
10 premiums of \$17,000.00;

11 d. Plaintiffs have made disbursements to Robbins Construction in the amount
12 of \$123,224.15 in reliance on the inspections and reports of Rodriguez;

13 e. Plaintiffs have been required to re-create the work product in the possession
14 of Rodriguez which he refused to turn over in a reasonable form, including but not limited to a hard
15 copy of the design and work product book at a cost in excess of \$50,000.00, not including costs
16 related to delays while the work product was re-created;

17 f. Plaintiffs have incurred costs related to the unauthorized and secretive
18 raising of the loft floor and ridgeline of the house well in excess of \$100,000.00. Had Plaintiffs
19 been notified of this unauthorized work, among other things, the modifications to the house could
20 have been made in a manner that would have allowed the deletion of the radiant heating system
21 and at a savings of at least \$90,000; and

22 g. Plaintiffs will incur further construction costs to complete and correct
23 seismic and other work not in compliance with the plans and specifications in excess of
24 \$250,000.00.

25 39. As a direct and proximate result of the breach of contract by Seaman, Plaintiffs have
26 been damaged in excess of \$1,000,000.00 including, but not limited to:

27 a. Plaintiffs were required to retain the services of civil and structural engineers
28 to inspect the “as-built” condition of the Home and create reports, together with plans and

1 specifications, for the completion of the work required by the permitted plans and specifications.
2 The engineers were also required to review structural engineering for the permitted plans and
3 specifications and work with Bergeson to prepare plans and specifications for a retrofit of the
4 seismic engineering of the Home to bring it up to building code and acceptable safe structural
5 engineering standards. The cost to date for this work is approximately \$200,000.00 and it is
6 established that there will be at least another estimated \$50,000.00 incurred for inspection fees,
7 further identification of defective work in non-structural areas and the production of plans and
8 specifications for the corrective work required;

9 b. The construction of the Home has been delayed for approximately 18
10 months causing the loss of use to Plaintiffs of approximately \$450,000.00, plus approximately
11 \$300,000.00 of increased construction costs, the cost of course of construction insurance premiums
12 of \$17,000.00 and other expenses and damages;

13 c. Plaintiffs will incur further construction costs to complete and correct the
14 seismic and other work not in compliance with the plans and specifications in excess of
15 \$250,000.00;

16 d. Plaintiffs have incurred costs in excess of \$38,623.53 caused by said
17 defendant's failure to manufacture beams in compliance with the approved sample and in his
18 refusal to allow Plaintiffs to inspect the work prior to the completion of the manufacturing process;

19 e. Plaintiffs have incurred a fee of \$3,981.00 because of the inaccurate
20 inspection report prepared by said defendant;

21 f. Plaintiffs have incurred costs to Seaman for defective corrective work on the
22 master bath and bedroom in the amount of \$6,000.00, on the elevator in the amount of \$11,700.00,
23 on the foyer in the amount of \$5,040.00, for structural steel for fireplaces in the amount of
24 \$7,500.00, and for blocking and true up work in the amount of \$5,000.00. Plaintiffs will incur
25 additional costs to correct defective work in the areas caused by Seaman;

26 g. Plaintiffs will incur additional costs for the correction of Seaman's work that
27 is not as of yet fully known in an amount to be proved at the time of trial; and

28 h. Plaintiffs have incurred excessive billing for travel time and job site

1 meetings in excess of \$10,000.00.

2 40. As a direct and proximate result of the breach of contract by Robbins, Plaintiffs
3 have been damaged in excess of \$1,000,000.00 including, but not limited to:

4 a. Plaintiffs have incurred the cost for the clean up and disposal of debris in the
5 amount of \$19,661.25, rejected and incomplete work in the amount of \$66,241.07, scaffolding in
6 the amount of \$40,000.00, for the completion of interior walls in the amount of \$5,000.00,
7 completion of the stairs in the amount of \$1,350.00, for damages related to the purchase, inventory
8 and protection in the amount of \$115,000.00, for protection and repair of work in the amount of
9 \$8,272.95, for defective work related to the windows and cost for late work in the amount of
10 \$34,900.00, for the failure to provide supervision in the amount of \$15,000.00, for damages related
11 to raising elevations in the great room, loft and adjacent areas without written approval in an
12 amount in excess of \$91,365.00 for a total sum in excess of \$396,790.27;

13 b. Plaintiffs were required to retain the services of contractors, designers and
14 draftsmen to verify the "as-built" condition of the Home, compare the "as-built" condition of the
15 permitted plans and specifications and create new plans and corrective work in order to complete
16 the construction of the Home at the cost of in excess of \$250,000.00;

17 c. Plaintiffs were required to retain the services of civil and structural engineers
18 to inspect the "as-built" condition of the Home and create reports, together with plans and
19 specifications, for the completion of the work required by the permitted plans and specifications.
20 The engineers were also required to review structural engineering for the permitted plans and
21 specifications and work with Bergeson to prepare plans and specifications for a retrofit of the
22 seismic engineering of the Home to bring it up to building code and acceptable safe structural
23 engineering standards. The cost to date for this work is approximately \$200,000.00 and it is
24 estimated that there will be at least another \$50,000.00 incurred for inspection fees, further
25 identification of defective work in non-structural areas in the production of plans and specifications
26 for the corrective work required;

27 d. The construction of the Home has been delayed for approximately 18
28 months causing the loss of use to Plaintiffs in excess of \$450,000.00, plus approximately

1 \$300,000.00 of increased construction costs, the cost of course of construction insurance
2 premiums of \$17,000.00, plus other expenses and damages;

3 e. Plaintiffs will incur further construction costs to complete and correct the
4 seismic and other work not in compliance with the plans and specifications in excess of
5 \$250,000.00.

6 41. As a direct and proximate result of the breach of contract by Anderson, Plaintiffs
7 have been damaged in excess of \$1,000,000.00 including, but not limited to:

8 a. Plaintiffs were required to retain the services of architects, contractors,
9 designers and draftsmen to verify the “as-built” condition of the Home, compare the “as-built”
10 condition of the permitted plans and specifications and create new plans and corrective work in
11 order to complete the construction of the Home;

12 b. Plaintiffs were required to retain the services of civil and structural engineers
13 to inspect the “as-built” condition of the Home and create reports together with plans and
14 specifications for the completion of the work required by the permitted plans and specifications.
15 The engineers were also required to review structural engineering for the permitted plans and
16 specifications and work with Bergeson to prepare plans and specifications for a retrofit of the
17 seismic engineering of the Home to bring it up to building code and acceptable safe structural
18 engineering standards;

19 c. The construction of the Home has been delayed for approximately 18
20 months causing the loss of use to Plaintiffs in excess of \$450,000.00, plus approximately
21 \$300,000.00 of increased construction costs and the cost of course of construction insurance
22 premiums of \$17,000.00;

23 d. Plaintiffs have made disbursements to Robbins Construction in the amount
24 of \$123,224.15 in reliance on the inspection and reports of Anderson;

25 e. Plaintiffs have incurred costs related to the unauthorized and secretive
26 raising of the loft floor and ridgeline of the house well in excess of \$100,000.00. Had Plaintiffs
27 been notified of this unauthorized work, among other things, the modifications to the house could
28 have been made in a manner that would have allowed the deletion of the radiant heating system

1 and at a savings of at least \$90,000;

2 f. Plaintiffs will incur further construction costs to complete and correct
3 seismic and other work not in compliance with the plans and specifications in excess of
4 \$250,000.00.

5 Anderson is additionally liable to plaintiffs for all damages caused by Robbins and other
6 subcontractors including, but not limited to, those damages alleged against Robbins in paragraph
7 40.

8 **Second Cause Of Action—Fraud And Concealment**

9 42. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
10 each and every allegation contained in paragraphs 1 through 41, inclusive.

11 43. At numerous times during the construction of the Home on the Arrowhead Property,
12 including specifically on May 18, 2016, June 17, 2016, August 12, 2016 and August 26, 2016,
13 Bergeson, Anderson and Rodriguez falsely represented to Plaintiffs that they had inspected the
14 Home and that Robbins had completed work on the Home required as of those respective dates in
15 accordance with plans and specifications, all governmental codes and the best construction
16 practices. Rodriguez, Anderson and Bergeson knew their representations were false and stated said
17 representations with the intent to induce Plaintiffs to pay Robbins for the work that had not been
18 performed and for work that had been improperly performed. Plaintiffs did not know, until
19 November 2017, that the representations were false. Plaintiffs justifiably relied on the
20 representations of Rodriguez, Anderson and Bergeson, paying Robbins over \$123,000.00 for work
21 that in truth had not been completed at all or had not been completed pursuant to the plans and
22 specifications and was not due to Robbins.

23 44. Rodriguez, Bergeson and Anderson all knew that the inspection and reporting of the
24 completion of work by Rodriguez, Anderson and Bergeson was a prerequisite for the issuance of
25 invoices, lien release and payments to Robbins. Plaintiffs are informed and believe and thereon
26 allege that Rodriguez, Bergeson and Robbins conspired to misrepresent the facts of the completion
27 of work by Robbins to Plaintiffs in order to induce Plaintiffs to pay Robbins.

28 45. During the course of construction, Rodriguez, Anderson and Bergeson concealed

1 the fact the Bergeson had improperly designed the Home one foot below the required elevation
2 necessary to prevent water runoff from entering the garage and the Home. Rodriguez, Bergeson,
3 Anderson and Robbins concealed from Plaintiffs the fact that the Home had been constructed with
4 the first floor and the ridge line one foot higher than on the plans and specifications originally
5 approved by Building and Safety. In late August 2016, Plaintiffs discovered the facts that had been
6 concealed from him as alleged in this paragraph. Had Plaintiffs been advised of the failure of
7 Bergeson to properly design the Home at the correct elevation before the ridge line was raised and
8 floors adjusted to that ridge line, the plans and specification could have been, among other things,
9 redrawn to avoid the necessity to install radiant heating at a savings of over \$90,000.00.

10 46. On September 14, 2017, Bergeson signed a statement under penalty of perjury
11 entitled Structural Observation Report Form in response to the September 12, 2017 Correction
12 Notice of Building And Safety certifying that there were no deficiencies with the metal straps and
13 HTT5's. Said representation was false and made by Bergeson to induce Building and Safety to
14 approve the structural components and to induce Plaintiffs to further proceed with construction
15 covering up his negligent and intentional errors and wrongdoings in the design and construction of
16 the Home. As a result of the Structural Observation Report Form, the inspector for Building And
17 Safety signed off on framing and structural components and allowed Plaintiffs to proceed forward
18 with construction.

19 47. As a direct and proximate result of the concealment by Bergeson, Anderson,
20 Rodriguez and Robbins, Plaintiffs have incurred damages as heretofore alleged in paragraphs 34,
21 35 and 37.

22 48. By reason of the foregoing intentional misrepresentations and concealment,
23 Plaintiffs are entitled to punitive damages according to proof.

24 **Third Cause Of Action—Negligence**

25 49. Plaintiffs hereby incorporate by reference as though fully set forth at length herein
26 each and every allegation contained in paragraphs 1 through 48, inclusive.

27 50. Bergeson breached his duty of care owed to Plaintiffs by, among other things,
28 failing to properly design the structure of the Home placing it on the Arrowhead Property one foot

below where it should have been located to avoid street water runoff into the garage and the Home. The garage had to be located one foot above the County drain. Without advising Plaintiffs and the building department, Bergeson, Anderson and Rodriguez in conjunction with the contractors raised the ridge line of the Home one foot in an attempt to fix the design error. The locations for the floors and other material elements of the Home were also adjusted along with the raising of the ridge line.

51. Bergeson further breached his duty of care owed to Plaintiffs by failing to properly design elements of the structure as set out in the plans and specifications approved on May 21, 2018.

52. Bergeson further breached his duty of care owed to Plaintiffs by failing to adequately and properly inspect the Home during the course of construction to ensure that the contractors and subcontractors performed all of the work required by the plans and specifications.

53. Rodriguez breached his duty of care owed to Plaintiffs by, among other things, failing to adequately and properly inspect and supervise the work on the Home during the course of construction to ensure that the contractors and subcontractors performed all of the work required by the plans and specifications. Rodriguez further breached his duty of care owed to Plaintiffs by failing to provide the drawings, plans and specifications in his possession to Plaintiffs when he quit the job in November 2017.

54. Robbins breached his duty of care owed to Plaintiffs by failing to direct, supervise and control the construction of the Home and by failing to follow the plans and specifications of Bergeson and Rodriguez.

55. Seaman breached his duty of care owed to Plaintiffs by, among other things, failing to properly undertake and complete the work required by the contract, including the inspection reports, Exhibit 1.

56. Anderson breached his duty of care owed to Plaintiffs by failing to direct, supervise and control the construction of the Home and by failing to follow the plans and specifications of Bergeson and Rodriguez.

57. As a direct and proximate result of the negligence of Bergeson, Plaintiffs have incurred damages as heretofore alleged.

1 58. As a direct and proximate result of the negligence of Rodriguez, Plaintiffs have
2 incurred damages as heretofore alleged.

59. As a direct and proximate result of the negligence of Seaman, Plaintiffs have incurred damages as heretofore alleged.

60. As a direct and proximate result of the negligence of Robbins, Plaintiffs have incurred damages as heretofore alleged.

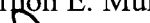
61. As a direct and proximate result of the negligence of Anderson, Plaintiffs have incurred damages as heretofore alleged.

9 WHEREFORE, Plaintiffs pray for judgment against defendants for compensatory damages,
10 punitive damages, costs of suit, attorney fees, and all other and further relief as the court deems just
11 and proper.

12 **DEMAND FOR TRIAL BY JURY**

13 **Plaintiffs hereby demand trial by jury.**

14 | Date: October 5, 2018

James S. Link
Counselor & Advocate at Law
In association with
Vernon E. Murray,

By James S. Link
Associated Counsel for Plaintiffs



**ALEC SEAMAN
CONSTRUCTION**

LIC #B91800 / GENERAL B

P.O. Box 3070
Big Bear Lake, CA 92315

PHONE
(951) 206-1743

EMAIL
seamanalec@gmail.com

WEB
alecseamanconstruction.com

DATE
January 13, 2017

TO
Vernon Murray
215 N. Marengo
Pasadena, CA 91101

1b

PROJECT TITLE: 28728 Palisades Dr.
Lake Arrowhead, CA 92352
PROJECT DESCRIPTION: Murray's Residence Framing Repairs and Corrections
PROJECT #: 201612-01
CONTRACTOR: N/A

The following is a proposal concerning the work to be done on the property at 28728 Palisades Dr., Lake Arrowhead, CA 92352. This attachment pertains to all other terms and conditions in contract # 201612-01 with Alec Seaman Construction.

ATTACHMENT A - DESCRIPTION OF WORK

	DESCRIPTION	ATTACHMENT TO SPECIFICATIONS
1	Job clean up and organization prior to beginning work	N/A
2	Decorative corbels: Remove timber locks, counter-sink holes, re-screw timber locks and plug	Pg. 8 (Note A)
3	Overcut rafters on front entry way need to be fixed	N/A
4	Install backing throughout entire house: Base blocks, mid-span blocking, fire-blocks, ceiling blocks for backing, backing added for wide trim around windows where necessary for solid trim nailing and backing above all door headers for casement treatments.	See several notes on Pgs. 1-7, 10-25
5	Address problems with framing around sunken spa areas on lower and middle floors.	Pg. 2 (Note A) & Pg. 12 (Note C)
6	Add fur strips to areas where floor joists are sloped for runoff on the upper decks.	Pg. 2 (Note A) & Pg. 12 (Note B)
7	Frame wall under stairs at lower floor level	Pg. 5 (Note A)
8	Stud straightening, removal and reinstallation of bad studs	See Page 3, Note C for example
9	Install backing all around the stair system, landings, etc.	Pg. 7
10	Miscellaneous pick up in the framing of job in order to prepare for rough framing combination inspection.	Pg. 10 (Note A), Pg. 11 (Note C), Pg. 14, 16, 22, 23, 24, 25
11	Address problem with leak at window in stairwell area	Pg. 15
12	Install fur strips on valley rafters to flush up with rafters	Pg. 20 (Note A)

ATTACHMENT A - DESCRIPTION OF WORK

ITEM	DESCRIPTION	ATTACHMENT REFERENCE
13	Reframe upper arched window to fit the radius in great room and other arched windows as needed	Pg. 21 (Note B)
14	Address problem with roof header extruding into the plain of ceiling treatments	Pg. 21 (Note A)
15	Address framing issue near wine cellar area where there are 3 different ceiling heights	Pg. 17
16	Fur up deck joists in areas where deck was framed too low	N/A
17	Address misc. problems with middle story deck. Install missing decorative mechanical fasteners on post to deck connection in such a way as to also clean up the crooked holes which may require manufacturing of new hardware.	Pg. 8 (Note B) & Pg. 9
18	Frame bottom step of stairs wider for grand stair case look	Pg. 6 (Note A)
19	Address the problems with the elevator shaft framing	Pg. 26-28

SCOPE OF WORK FOR PROJECT SUPERVISION		
1	Supervise, inspect and oversee subcontractors, check quality of work being performed by subcontractors and verify whether subcontract work is being completed in accordance with the approved set of plans or the "as-built" specifications and drawings provided by Maricio Rodriguez at Kadtec.	N/A
2	Oversee all change orders: If any changes need to be made, Alec Seaman Construction shall receive a change order in writing from applicable contractor(s) and no changes shall take place unless/until the owner has approved and signed the change order(s) and a signed copy has been returned to subcontractor.	N/A
3	Provide proper documentation of any work that is done through 1) digital photography documentation, 2) job camera video documentation (pending cost approval by owner), 3) through written documentation (for future reference)	N/A



**ALEC SEAMAN
CONSTRUCTION**
LIC #891880 / GENERAL B

P.O. Box 3070
Big Bear Lake, CA 92315

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(951)206-1743

EMAIL
seamanalec@gmail.com

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alecseamanconstruction.com

DATE
January 13, 2017

TO
Vernon Murray
215 N. Marengo
Pasadena, CA 91101

PROJECT TITLE: 28728 Palisades Dr.
Lake Arrowhead, CA 92352

PROJECT DESCRIPTION: Murray's Residence Framing Repairs and Corrections

PROJECT #: 201612-01

CONTRACTOR: N/A

The following describes the allowances/estimated man hours for the work to be done on the property at 28728 Palisades Dr., Lake Arrowhead, CA 92352. This attachment pertains to all other terms and conditions in contract # 201612-01 with Alec Seaman Construction.

ATTACHMENT B - ALLOWANCES

ATTACHMENT A	DESCRIPTION	ESTIMATED MAN HOURS
1	Cleanup + Daily cleanup and job maintenance. Note: This does not include the disposal of construction/project waste.	N/A
2	Repair all decorative corbels	TBD
3	Repair over-cut rafters on entry	
4	Install backing throughout house	
5	Framing around sunken spas	
6	Fur sloped ceilings	estimate: 240 hrs.
7	Frame wall under stairwell	
8	Misc. stud straightening	
9	Misc. backing around stair system	
10	Misc. pick-up framing for Combination inspection	
11	Repair leak	TBD
12	Fur valley rafters and general roof framing	
13	Reframe arched windows as needed	estimate: 80 hrs.
14	Repair roof header	
15	Ceiling framing near wine cellar	
16	Fur deck joists	estimate: 120 hrs.
17	Clean up deck framing problems	
18	Reframe bottom steps	TBD
19	Fix/finish elevator shaft framing	estimate: 180 hrs.
N/A	Butcher's Block & Building Material Estimate (see attachments below)	\$4,375

BUTCHER'S BLOCK & BUILDING MATERIAL
P. O. BOX 1569
41860 BIG BEAR BLVD.
BIG BEAR LAKE, CA. 92315
PHONE: (909) 866-5761

PAGE NO 1

RETURNS WITHIN 30 DAYS W/ RECEIPTS
ANY OFF STREET DELIVERY AT BUYER'S RISK

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Client	Date	Time
#1				CASH/CHECK/AM/KC/KC	#1	1/ 5/17	3:20

Sold To
**** CASEI ****

Ship To
ALDO SEMUCH
VERMURRY
DECK REPAIR

EXP. DATE: 1/19/17
TERMS555
DOCS 636832
* ESTIMATE *
TAX : 086 COUNTY TAX BIG BEAR L EST. 636832

QUANTITY	ORDERED	UN	SKU	DESCRIPTION	BOOK	UNITS	PRICE/PER	EXTENSION
	32	EA	44200F	DOUG FIR #1 S4S 4X4X20		853.33	1.32 /BF	1,126.40
	8	EA	212200F	DOUG FIR S4S 2X12X20		320	.935/BF	298.20
	4	EA	592848	TIMBERLOK SCREW 6" 50PC		4	41.99 /BX	167.96
	24	EA	280964	STAPLEK 1A LINESTONE 10.102		24	6.49 /EA	155.76
	16	EA	571	GRN TEE SCRAP/PLY 12" (10/CTN)		16.00	34.00 /EA	544.00
	35	EA	58812M	HEX CAP MACHINE BOLT 5/8X8 1/2		35.00	3.19 /EA	112.65
	35	EA	588	HEX BOLT 5/8		35	.50 /EA	17.50
				ALL EXPOSED				
COUNTY TAX BIG BEAR								2422.47
1%CA LUMBER TAX BB								14.26
TAXABLE								2422.47
NON-TAXABLE								0.00
SUBTOTAL								2422.47
TAX AMOUNT								202.00
TOTAL AMOUNT								2624.47

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

X

BUTCHER'S BLOCK & BUILDING MATERIAL
P. O. BOX 1569
41860 BIG BEAR BLVD.
BIG BEAR LAKE, CA. 92315
PHONE: (909) 866-5761

PAGE NO 1

RETURNS WITHIN 30 DAYS W/ RECEIPTS
ANY OFF STREET DELIVERY AT BUYER'S RISK

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Client	Date	Time
#1				CASH/CHECK/AM/KC/KC	#1	1/ 5/17	3:20

Sold To
**** CASEI ****

Ship To
ALAN GRAHAM
VERMURRY
PICK UP FRAMING LIST

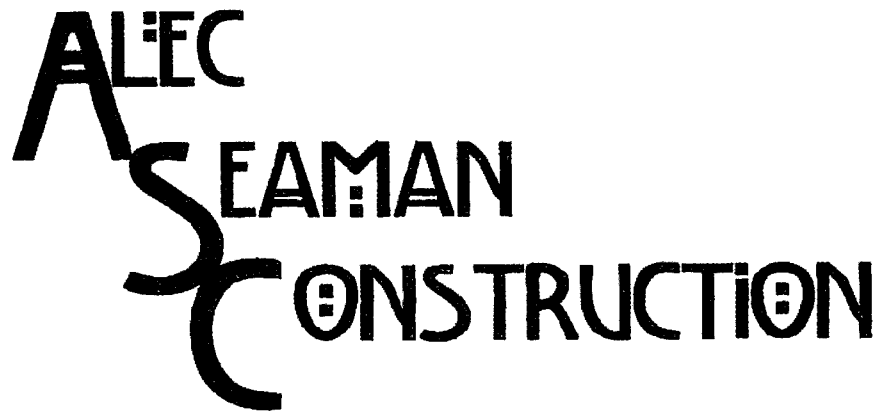
EXP. DATE: 1/19/17
TERMS555
DOCS 636829
* ESTIMATE *
TAX : 086 COUNTY TAX BIG BEAR L EST. 636829

QUANTITY	ORDERED	UN	SKU	DESCRIPTION	BOOK	UNITS	PRICE/PER	EXTENSION
	50	EA	24200F	DOUG FIR S4S 2X4X20		646.66	.825/BF	533.00
	20	EA	26200F	DOUG FIR S4S 2X6X20		400	.825/BF	330.00
	10	EA	46200F	DOUG FIR #1 S4S 4X6X20		400	1.32 /BF	528.00
	18	EA	93PP	POWER PRO DECK SCREW 9 X 3		48.00	5.49 /LB	263.52
	1	EA	HBM16SBIG	AIR NAIL 16D SHORT GALV 3-1/4		1	52.00 /EA	52.00
COUNTY TAX BIG BEAR								1733.52
1%CA LUMBER TAX BB								10.00
TAXABLE								1733.52
NON-TAXABLE								0.00
SUBTOTAL								1733.52
TAX AMOUNT								148.93
TOTAL AMOUNT								1882.45

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

X

Received By



U.S. Mail Only: P.O. Box 3070 Big Bear Lake, CA 92315
Physical Business Address: 41656 Big Bear Blvd Big Bear Lake, CA 92315
Email: seamanalec@gmail.com (951)206-1743

Attachment D: Pictures with Descriptions

Friday, January 13, 2017

Project Description:

Murray's Residence Framing Repairs and Corrections

Prepared For:

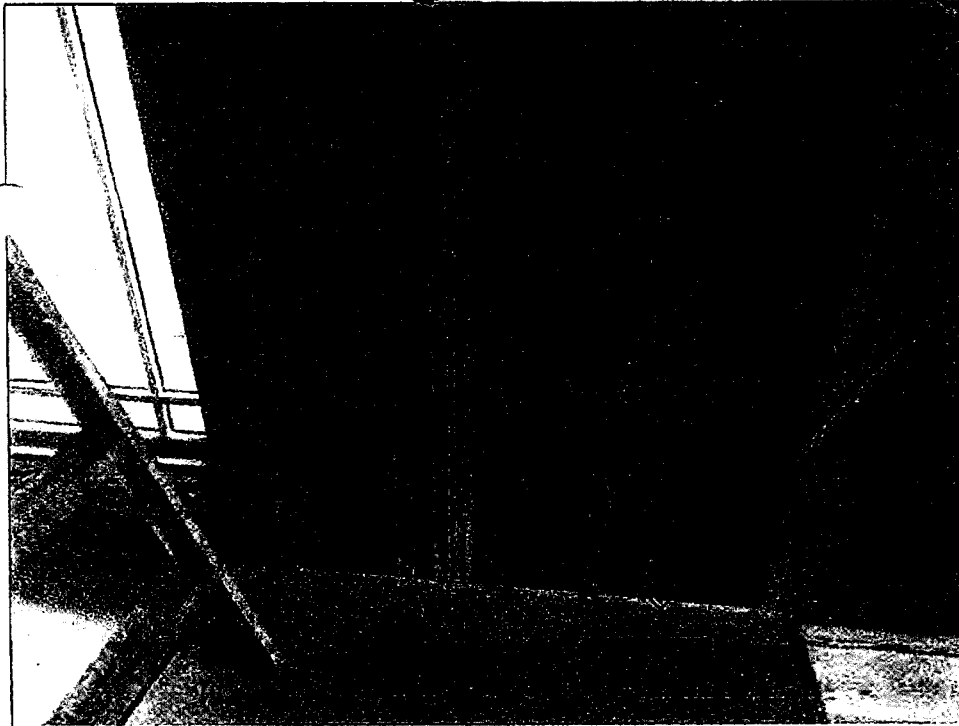
Vernon Murray

**215 N. Marengo
Pasadena, CA 91101**

Project Address:

**28728 Palisades Dr.
Lake Arrowhead, CA 92352**

SHEET INDEX	
Pg. 1-7	Lower floor framing
Pg. 8-9	Rear deck framing
Pg. 10-15	Middle floor framing
Pg. 16-25	Main floor framing
Pg. 26-28	Elevator shaft framing



NOTE A

Throughout the entire lower floor backing will need to be installed along the base line for drywall nailing and base moulding installation on every wall, exterior and interior where concrete floor was poured.



NOTE B

According to approved structural plans, the posts should have stacked with the MST60 connection attaching to both posts. Joists should have been headed out and hung with Simp. Joist hangers.

NOTE C

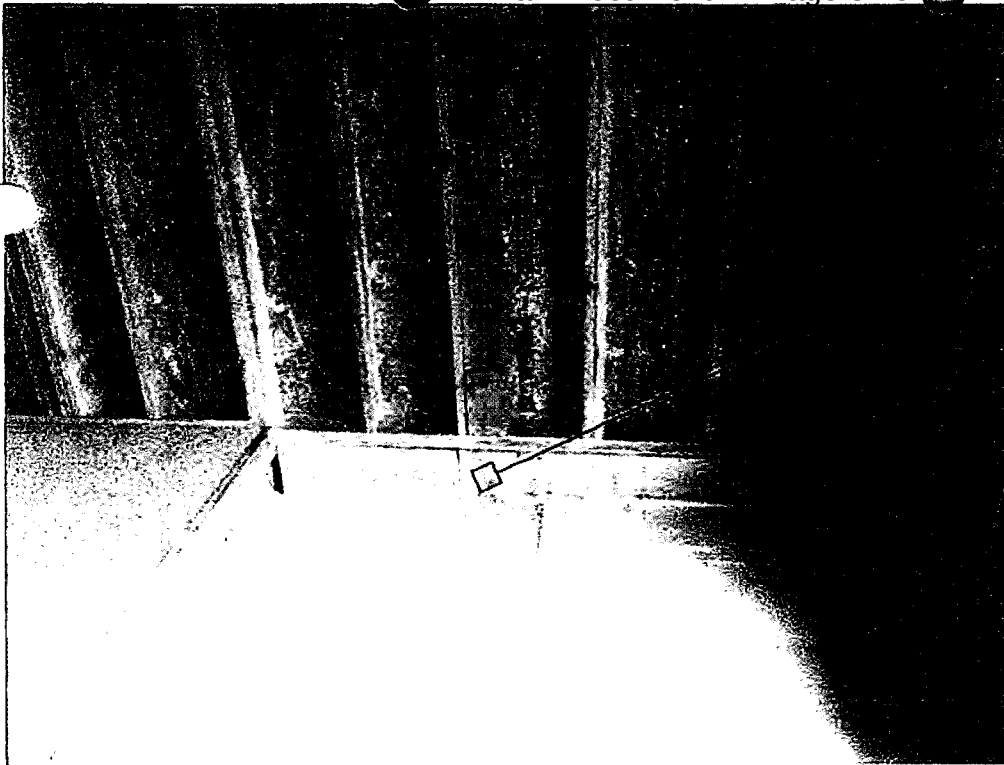
Poor workmanship to splice structural posts in the wall. Should be a continuous post.

NOTE D

Backing will need to be installed across every header for trim detail

LOWER FLOOR FRAMING REPAIRS

PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
OWNER: VERNON MURRAY
ADDRESS: 215 N. MARENGO, PASADENA, CA 91101
PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE, CA 92315



NOTE A

Joists headed out under structural post, needs to be addressed. Typically structural posts have continuous bearing by having vertical posts grains running in the same direction, or having a solid 6" joist member, but not by heading out several joists being weakened by the direction of their grain and the short length which they have been cut to. Recommend having engineer give a suggestion for how to address this.

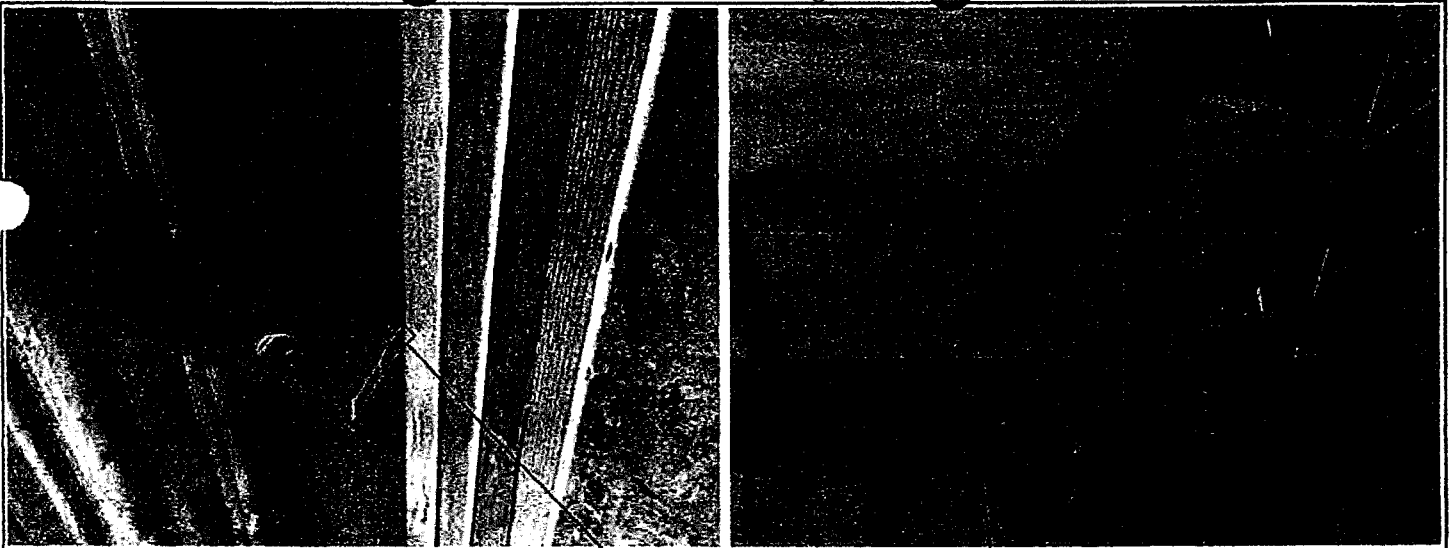


NOTE B

Where joists are sloped for upper deck water run-off, joists need to be furred down for future soffit detail.

LOWER FLOOR FRAMING REPAIRS

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NOTE A

- General stud straightening needs to be done throughout lower floor wall framing



NOTE B

- Where framing members extrude the plane of wall framing, studs need to be planed in place or furred as needed.

NOTE C

- Needs general stud straightening



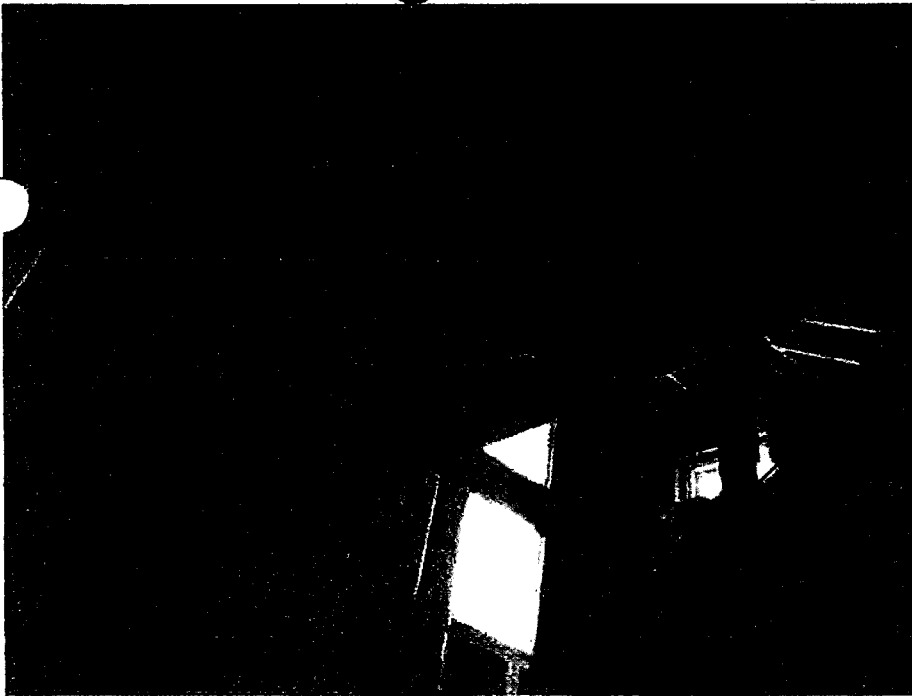
- See "NOTE B" above

General Framing Note

Fire blocking needs to be installed throughout lower floor at any drop lid, along the midspan of every wall where it is missing on lower floor framing

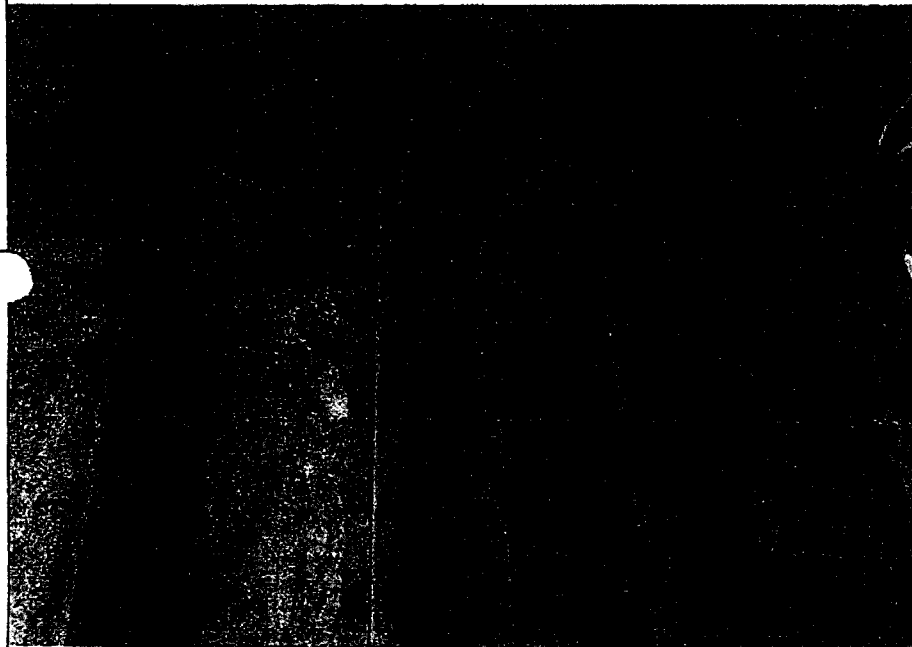
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NOTE A

• Fire blocks at stair cases cut with 90 degree cuts where they should have been cut to the angle of the staircase intersecting the vertical studs. Not done according to building standards, recommend remove and replace.



NOTE B

• Missing shear nailing backing. Stacked up blocks where shear transfers is not to the highest levels of building standards.

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NOTE A

Opening under staircase needs wall to be framed for storage with a door opening according to architect's "as built" specifications (TBD).

NOTE B

It appears that 2" x 10" D.F. members are attached to LVL members. The specifications given by the elevator manufacturer/installer show 2 LVL members, If there is in fact 2 LVL members and one more 2" x 10" D.F. member to fur out because the wall is framed with 2" x 6" material instead of 2" x 4" material, then all the requirements may have been met. Yet, there is probably a reason the mfr. specifies LVL, namely the properties of LVL are better for attaching hardware which would mean that there should not be any D.F. attached as it might weaken the connection. Also, rail backing not installed in the right place (See page 29 for further details).

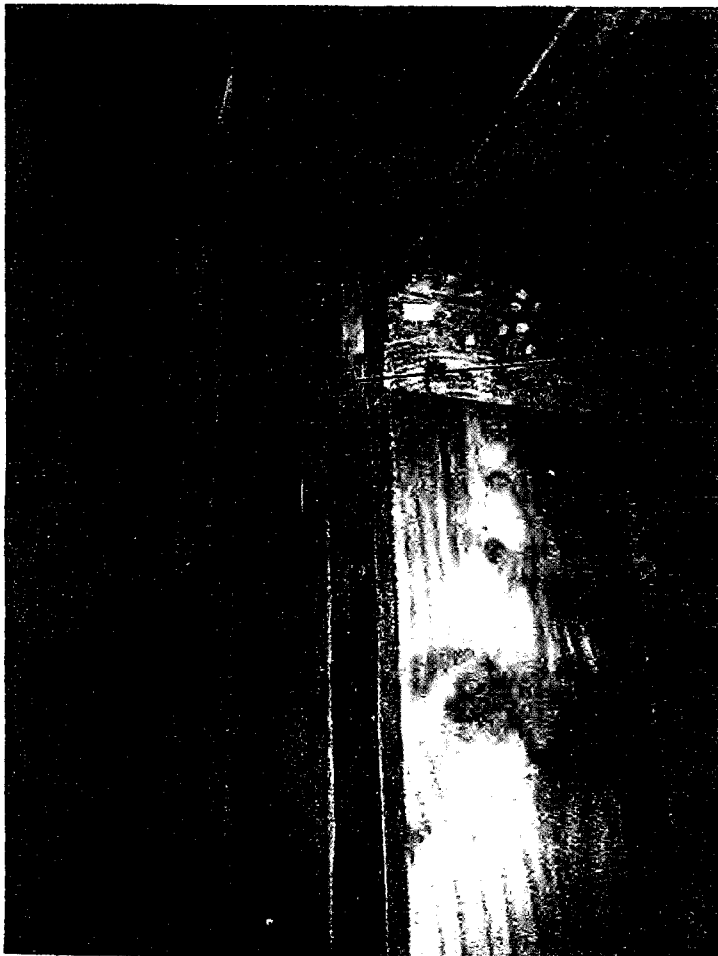
LOWER FLOOR FRAMING REPAIRS

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NOTE A

Stair walls need to be modified/cutback at bottom of staircase in order to have a wider bottom step(s). This note applies to each stair case where applicable grand stair case detail applies. Note: Steps do conform to architectural drawings.



NOTE B

Framing needs to be cleaned up before drywall can be installed. If not addressed, it will show up in the finished product.

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NOTE A

• Drywall backing incomplete. Landing to staircase needs a transition piece



NOTE B

• Drywall backing incomplete and missing in several areas around landing

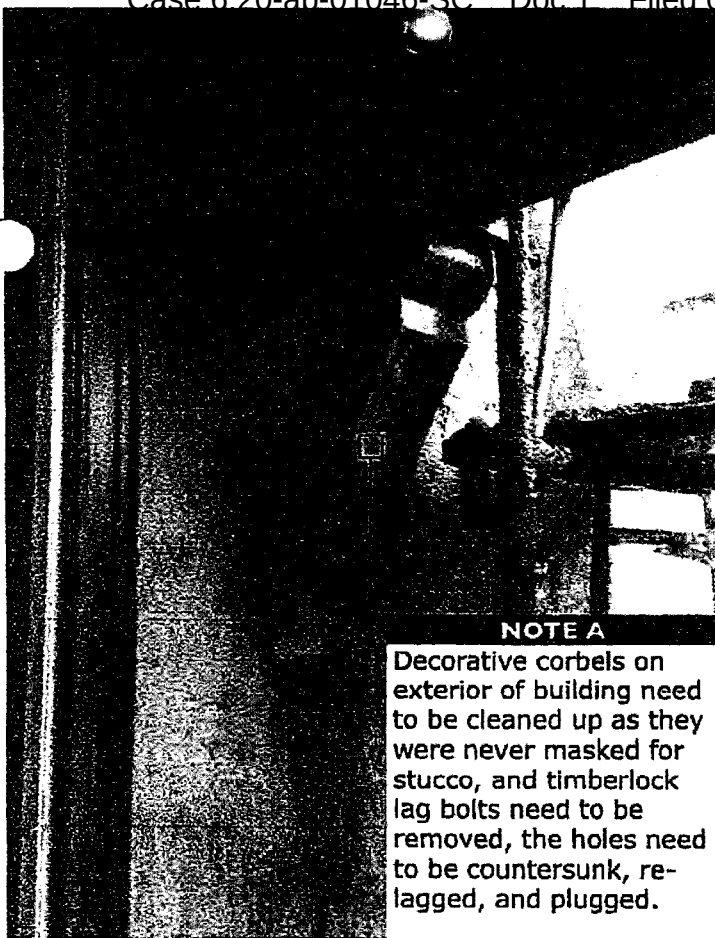


NOTE C

• Drywall backing incomplete. Landing to staircase needs backing and short cripple wall to flush out for drywall.

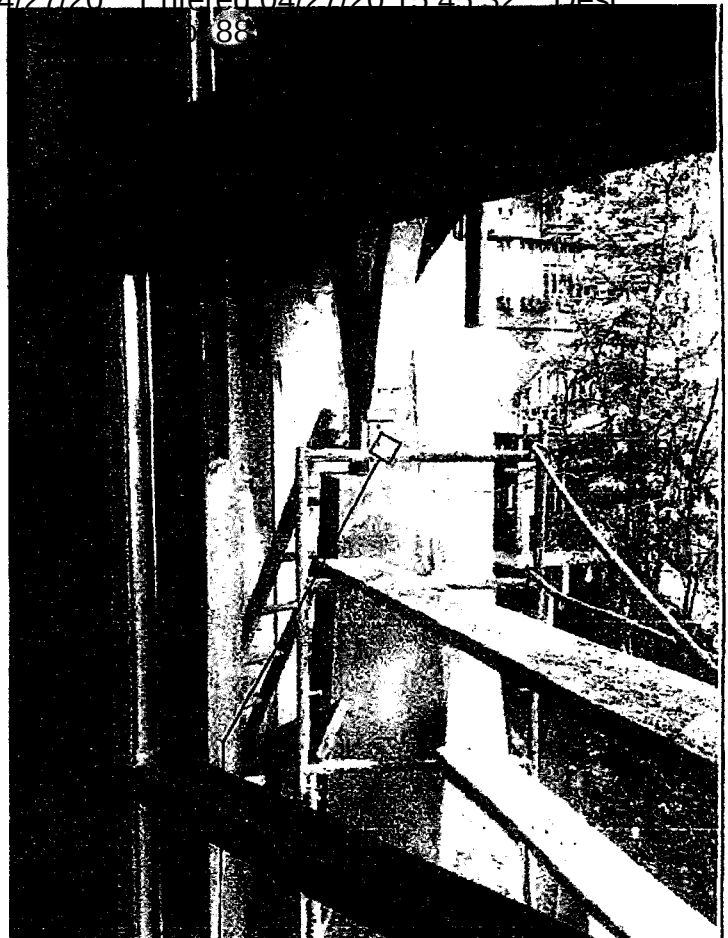
LOWER FLOOR STAIR WELL

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NOTE A

Decorative corbels on exterior of building need to be cleaned up as they were never masked for stucco, and timberlock lag bolts need to be removed, the holes need to be countersunk, re-lagged, and plugged.



NOTE B

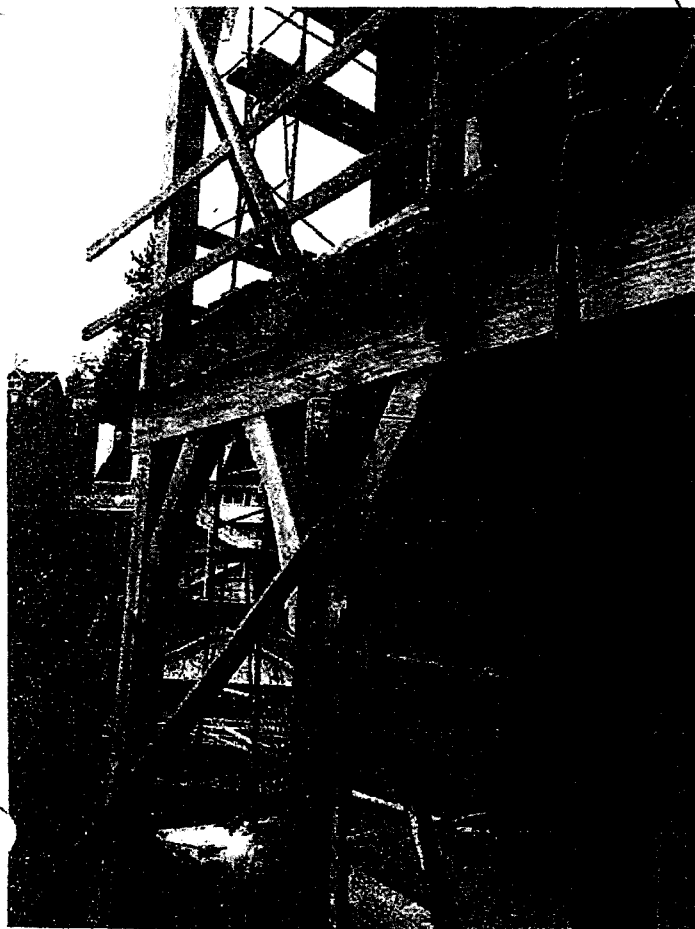
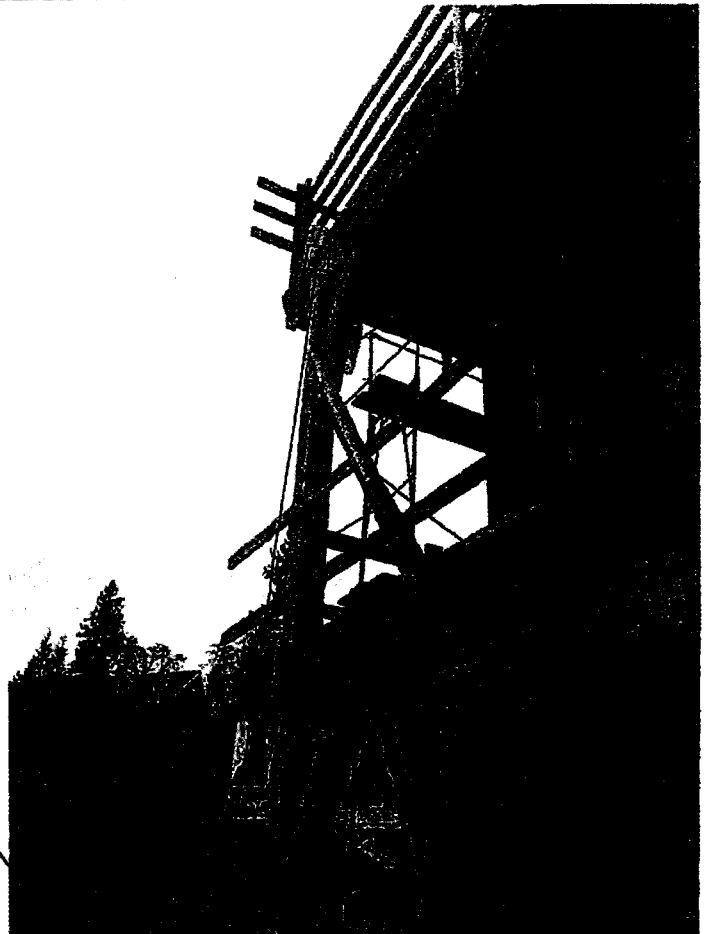
Structural deck posts are missing machine bolts at base where CB88 anchors posts.

Mechanical fasteners at post to girder connection missing. Install ornamental "T" straps.



DECK FRAMING REPAIRS

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NOTE A

Lower level and middle level decks are supposed to finish out with the same length measurement according to plan.

NOTE B

Substandard cuts and framing for exposed finished framing, needs to be either recut and brought tighter, or addressed by covering up with decorative metal strapping.

NOTE C

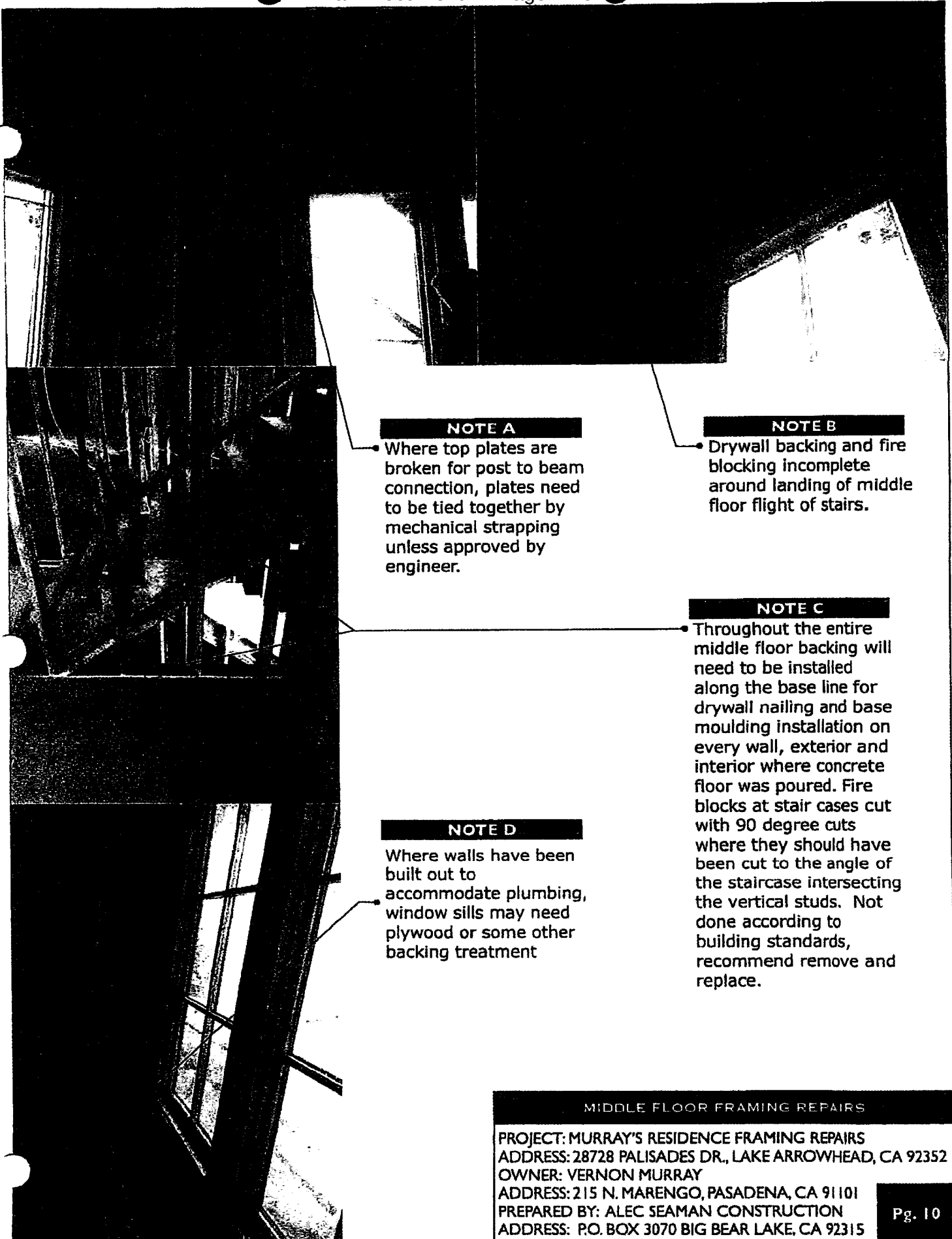
Unfinished, and substandard construction where ornamental "T" brackets were to be installed. Needs to be addressed by fabricating decorative straps that will cover up mis-drilled holes and continue to make a structural connection between post and beam.

Deck Framing Note

Lower floor deck joists framed too low, entire deck joist system needs to be furred up

REAR DECKS

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NOTE A

Where top plates are broken for post to beam connection, plates need to be tied together by mechanical strapping unless approved by engineer.

NOTE B

Drywall backing and fire blocking incomplete around landing of middle floor flight of stairs.

NOTE C

Throughout the entire middle floor backing will need to be installed along the base line for drywall nailing and base moulding installation on every wall, exterior and interior where concrete floor was poured. Fire blocks at stair cases cut with 90 degree cuts where they should have been cut to the angle of the staircase intersecting the vertical studs. Not done according to building standards, recommend remove and replace.

NOTE D

Where walls have been built out to accommodate plumbing, window sills may need plywood or some other backing treatment

MIDDLE FLOOR FRAMING REPAIRS

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NOTE B

- Header beam needs fur strips on lower half before drywall can be properly installed

NOTE A

- In the elevator shaft framing there are two 2" x 10" D.F. members screwed together. The specifications given by the elevator manufacturer/installer show 2 LVL members. This will need to be corrected unless justification is given for not using LVL boards as per specs. Also, rail backing not installed in the right place (See page 29 for further details).

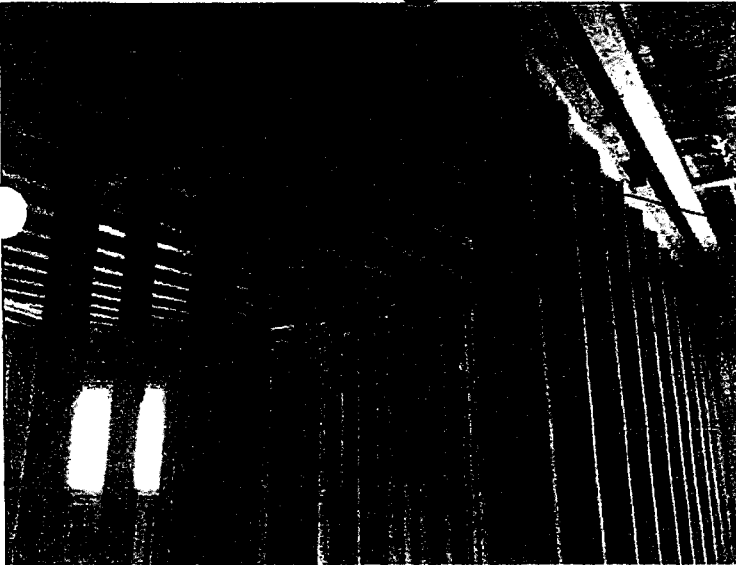
NOTE C

- MST strap missing nails



MIDDLE FLOOR FRAMING REPAIRS

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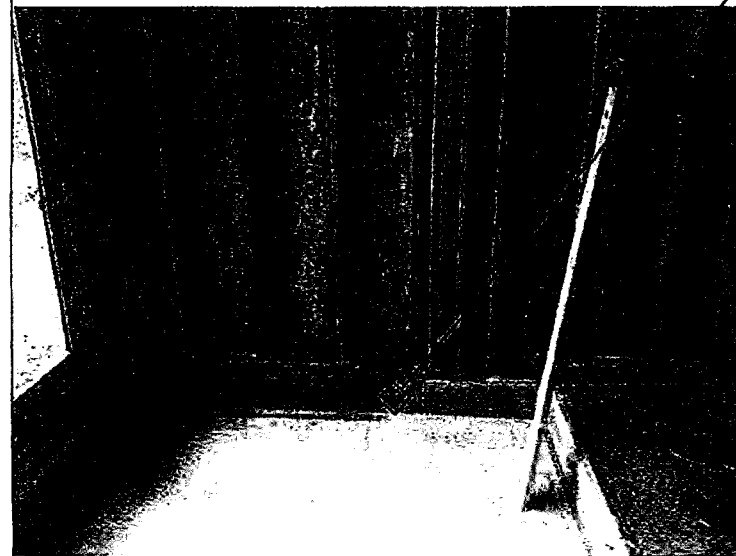
NOTE A

Header and cripple wall at entry into bathroom missing. Door opening needs to be framed in to client/owner's specifications since not on plan.



NOTE B

Where joists are sloped for upper deck water run-off, joists need to be furred down for future soffit detail.



NOTE C

Joists headed out under structural post, needs to be addressed. Typically structural posts have continuous bearing by having vertical posts grains running in the same direction, or having a solid 6" joist member, but not by heading out several joists being weakened by the direction of their grain and the short length which they have been cut to. Recommend having engineer give a suggestion for how to address this.

MIDDLE FLOOR FRAMING REPAIRS

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NOTE A

Miscellaneous drywall
backing missing, check
entire middle floor
ceiling for backing

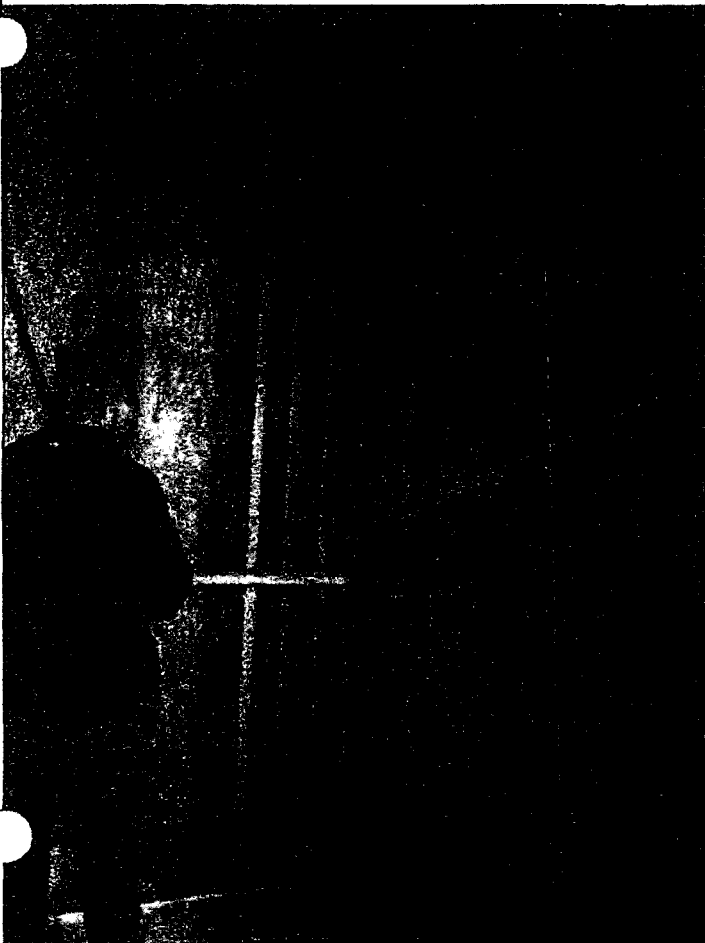


General Framing Note

Fire blocking needs to
be installed throughout
middle floor at any
drop lid, along the
midspan of every wall
where it is missing on
floor framing

NOTE B

Misc. stud furring and
straightening needed.



MIDDLE FLOOR FRAMING REPAIRS

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NOTE A

- Blocks missing where shear transfers, walls already stuccoed. Recommendation: Insulate, make sure that all electrical is in place and then add interior shear panels.



NOTE B

- This head-out for plumbing needs to be address. Over-spanned joisting.

MIDDLE FLOOR FRAMING REPAIRS

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NOTE A

• Leak noticed on the day pictures were taken. It could be because of a leak on the roof, or it could be a leak as a result of something poorly flashed. Recommendation: Further inspection by licensed roofer and by those who installed flashing and lath.

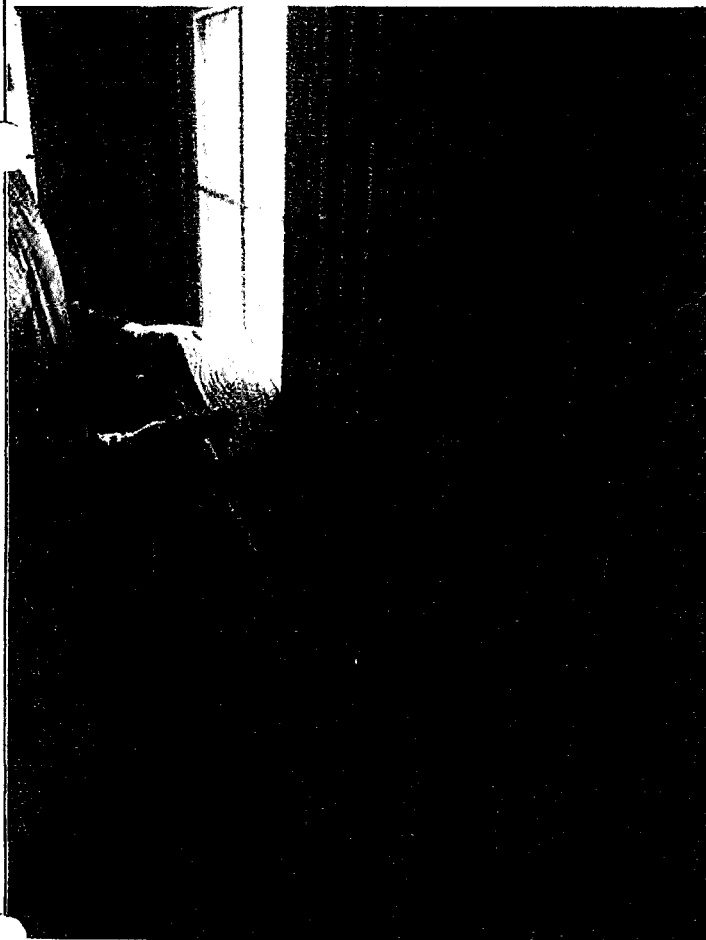


MIDDLE FLOOR FRAMING REPAIRS

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NOTE A

- Missing mechanical connection. Need engineers recommendation for type of connection required to be installed

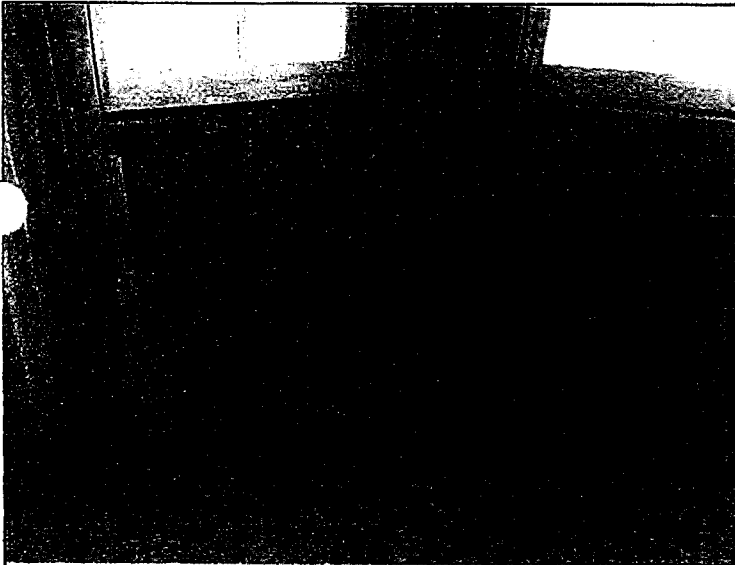


NOTE B

- Stud framing in turret area requires fur strips before drywall as needed throughout entire turret framing

MAIN FLOOR FRAMING REPAIRS

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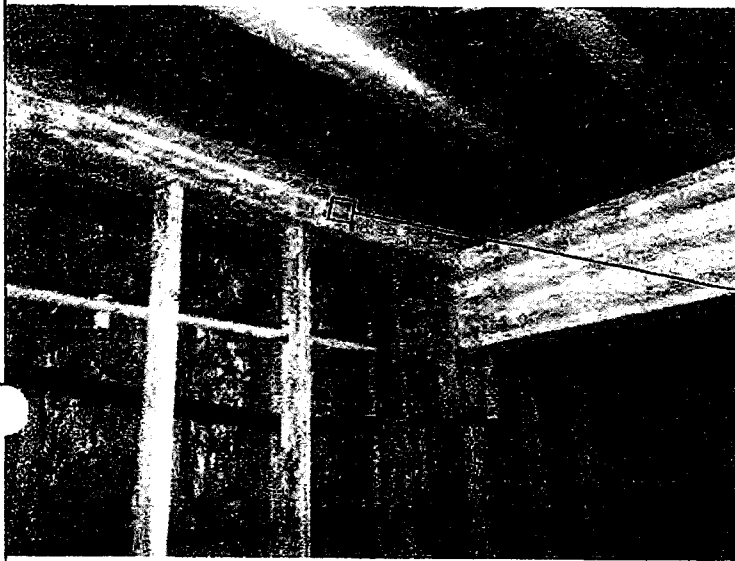


NOTE A

- Throughout the entire main floor backing will need to be installed along the base line for drywall nailing and base moulding installation on every wall, exterior and interior where concrete floor was poured.

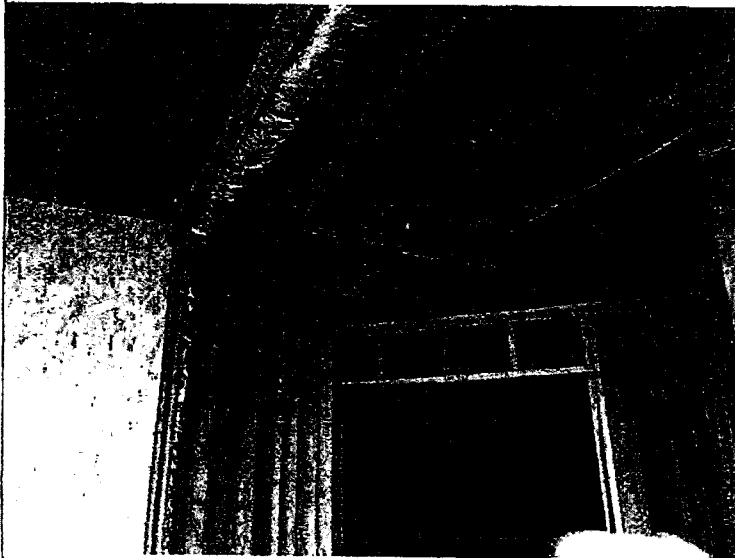
General Framing Note

Fire blocking needs to be installed throughout main floor at any drop lid, along the midspan of every wall where it is missing on framing



NOTE B

- Remove unnecessary board along top of wall

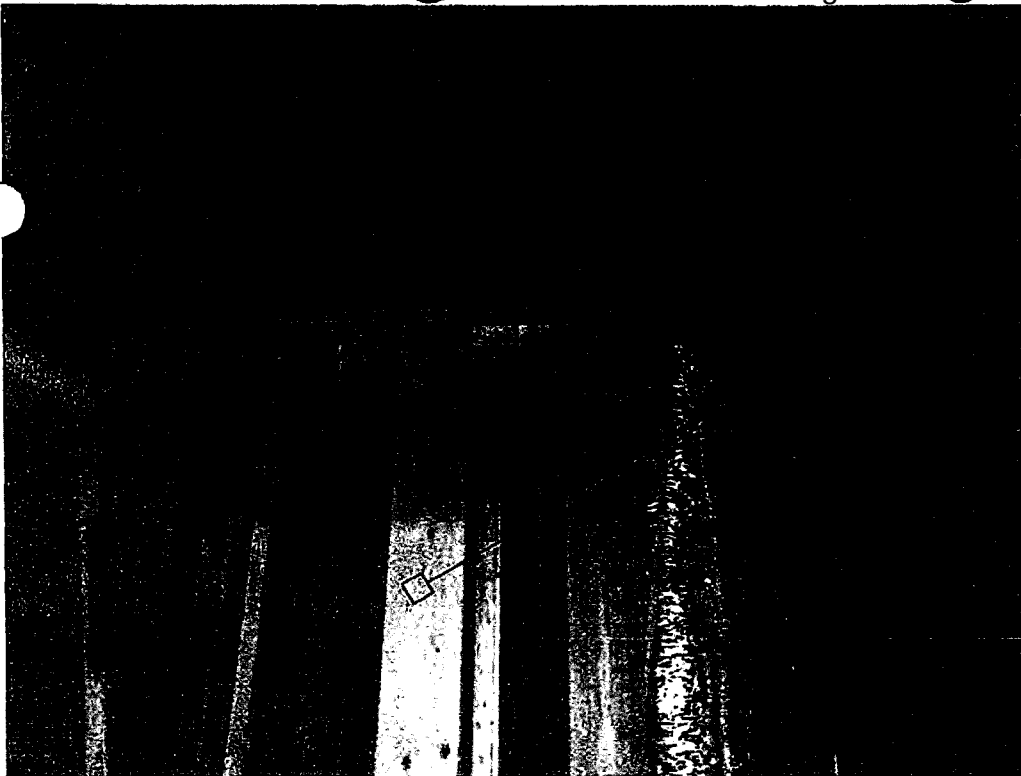


NOTE C

- Different levels of joist and floor framing. Some furring may need to be added in order to prepare for coffered ceiling treatments in finish.

MAIN FLOOR FRAMING REPAIRS

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NOTE A

Single wall construction may not be sufficient. Perhaps it was necessary for ducting. May or may not need to be addressed (TBD).



NOTE B

In the elevator shaft framing there are two 2" x 10" D.F. members screwed together. The specifications given by the elevator manufacturer/installer show 2 LVL members. This will need to be corrected unless justification is given for not using LVL boards as per specs. Also, rail backing not installed in the right place (See page 29 for further details).

MAIN FLOOR FRAMING REPAIRS

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NOTE A

Stacked studs are acceptable under non bearing points but the top standards of construction would have used a solid member



NOTE B

Because of the added plumbing wall, corner will not meet up with the valley as it ought to.

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NOTE A

• Substandard framing, not to the highest building standards. Framing should have been cut tight, and where shear transfers, solid 3x or 4x members should have been installed.



NOTE B

• Where rafter cuts extend past the valley rafter, valley rafter needs to be furred down for finished ceiling treatments.

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NOTE A

Roof header should have run perpendicular to rafters as shown on plan (see S-2). Recommend that this either be framed correctly, or planed down so that rafters plain through correctly. New mechanical fasteners will need to be installed on each end.

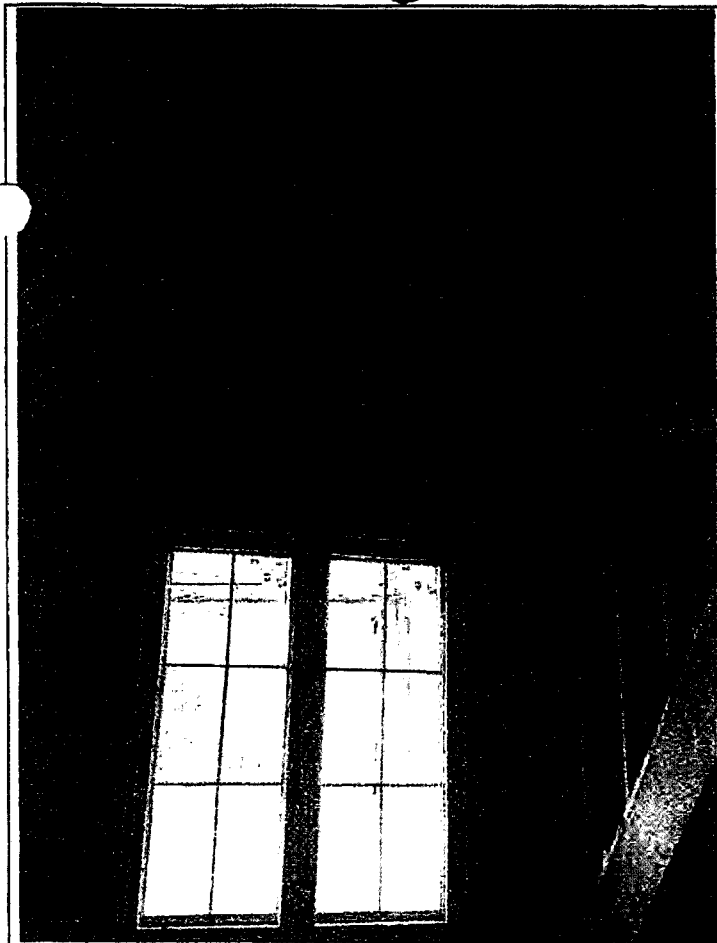
NOTE B

Frame window to match arch.



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NOTE A

- Backing blocks missing on balloon framed walls

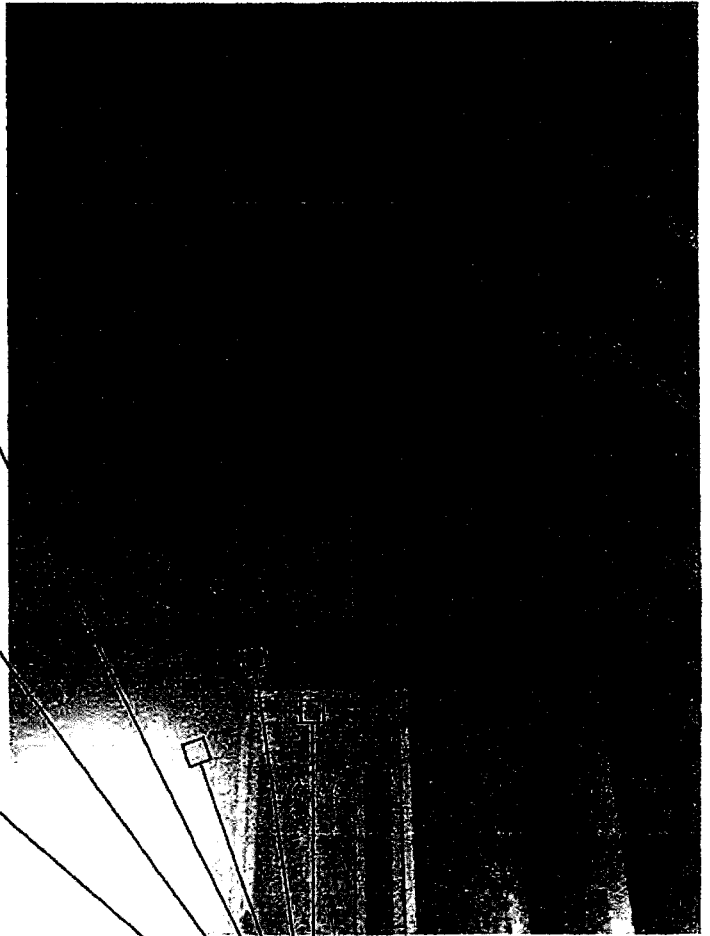


NOTE B

- Mechanical connection missing on some of the rafters. Recommend Simpson LS70 or engineer's recommendation

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NOTE A

Substandard construction on entire balloon framed wall.

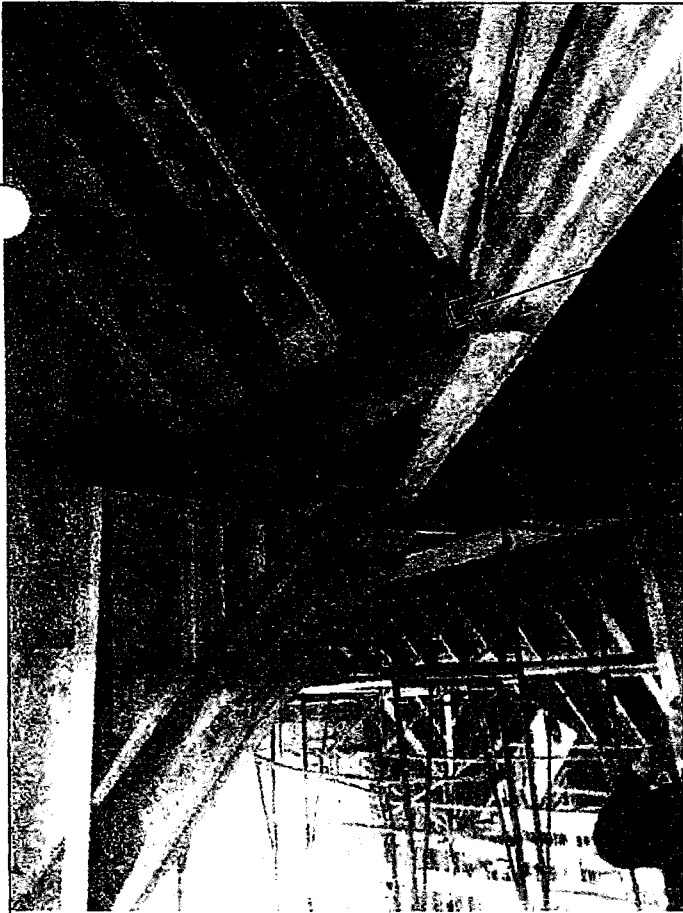
NOTE B

Mechanical connection missing at roof girder



MAIN FLOOR FRAMING REPAIRS

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NOTE A

• Missing mechanical connection here. Recommend Simpson LS70 or engineer's recommendation

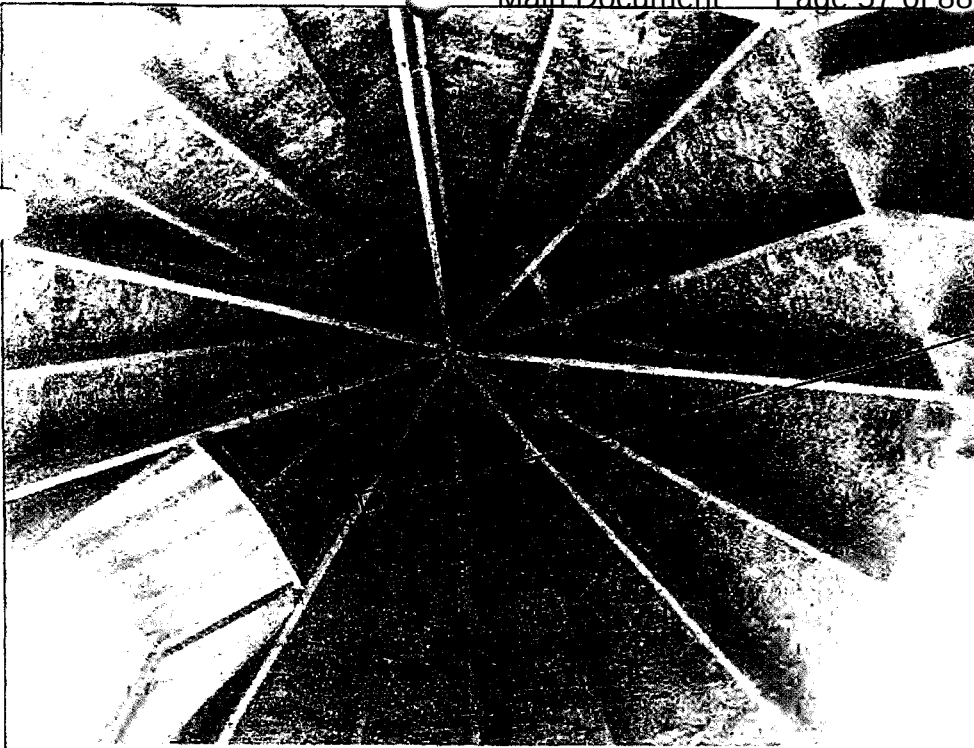


NOTE B

• This entire transition from roof to roof needs to be addressed, either by bringing everything to a point with an arch that is aesthetically pleasing, or by boxing it in such a way that the transition flows well for ceiling treatments.

MAIN FLOOR FRAMING REPAIRS

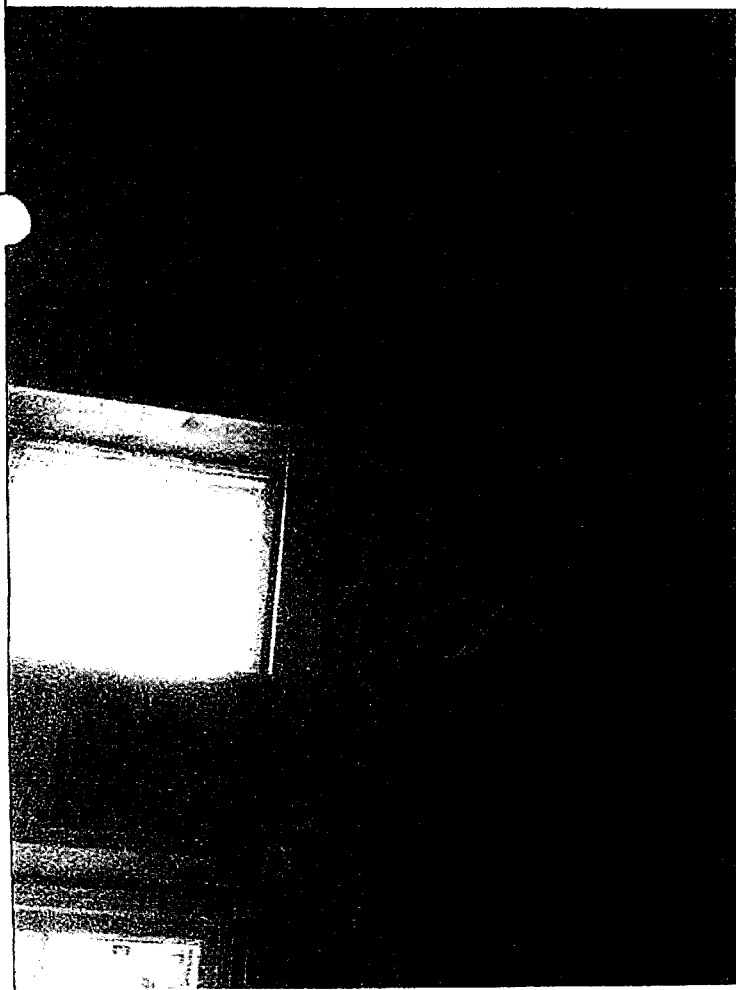
PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
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NOTE A

- Turret may need additional backing for ceiling treatments. To be determined.

5 • KINKY
1 RAFTERS
EACH SIDE
OF DOME



NOTE B

- Substandard construction in the turret framing. Address as needed

MAIN FLOOR FRAMING REPAIRS

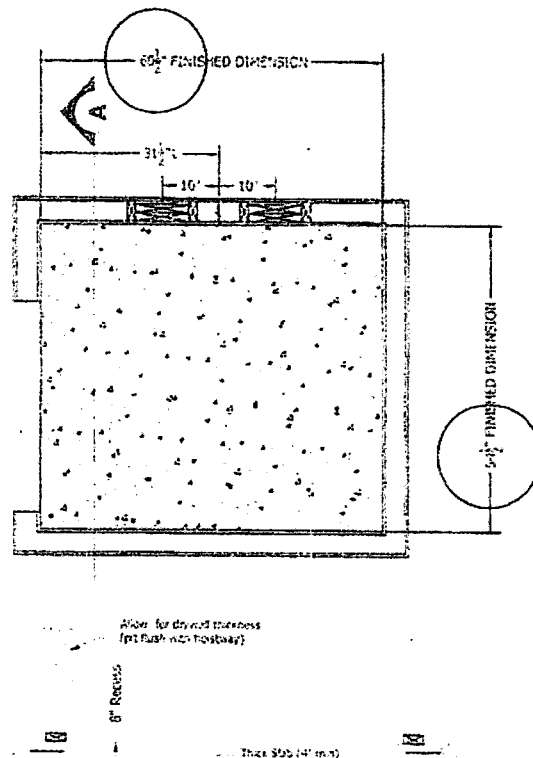
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Existing Elevator Shaft Conditions

Bottom level of elevator shaft has the existing dimensions of 64" x 57 3/4", which is oversized based upon the required finished pit dimensions (60 1/2" x 54 1/2"). According to the owner's desired specifications to have two layers of 5/8" drywall on interior of shaft to insulate for sound barrier, there is enough room. Some additional furring will need to take place to meet the elevator manufacturer's/installer's specifications.

The next level up (middle floor) the existing shaft dimensions shrink down to 61 5/8" x 56", which will only allow for one layer of 5/8" drywall, which does meet the elevator manufacturer's/ installer's specifications. The main level and the top level follow this dimension. See Pg. 27 for elevator spec. with double layered drywall.

PIT CONSTRUCTION DETAIL



A Pit Section w/ Details

CONTRACTOR

Contractor to provide a pit. Install reinforcement and concrete as necessary. Pit should meet the following requirements:

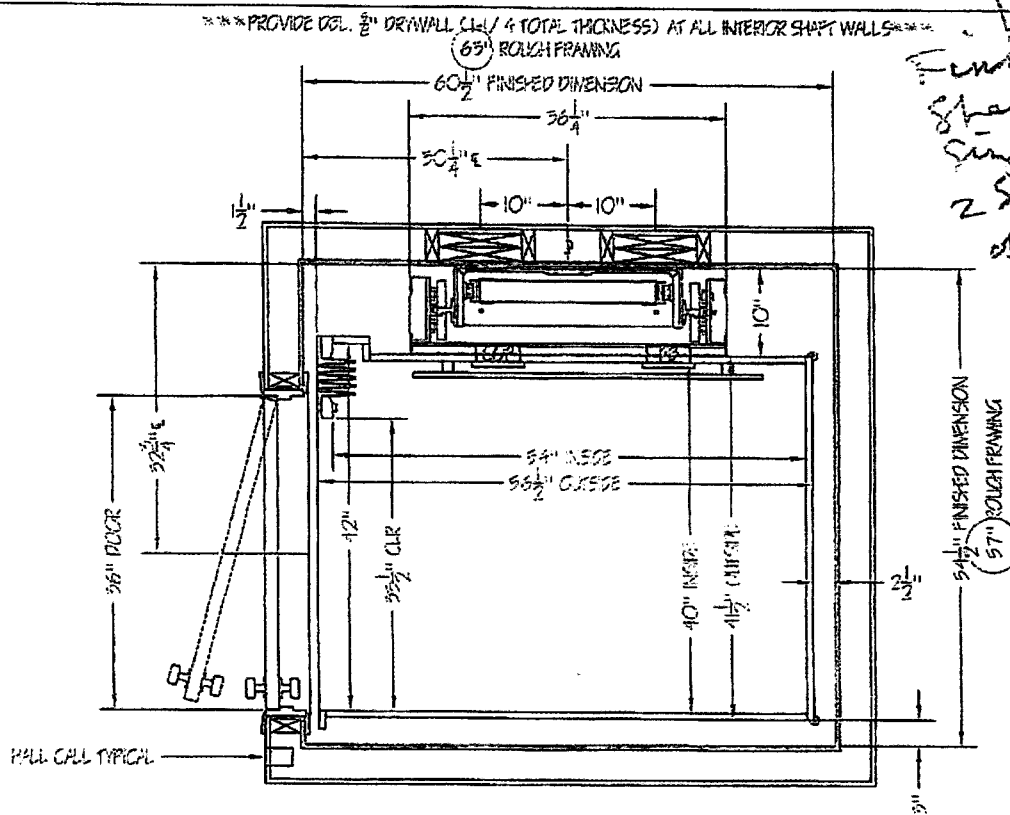
1. Pit Depth: 8"
2. Pit Dimensions: $54 \frac{1}{2}" \times 60 \frac{1}{2}"$
3. Pit designed and constructed to support an **impact load** of 6489 lbs
4. Pit must be dry, smooth and level. If unable to provide **dry pit**, provide pit drain with backup valve or dry pan drain in pit for pump.
(See note below on Sumps in Pit)

NOTES ON SUMPS IN PIT: Drains and Sump Pumps shall comply with the applicable plumbing code, and they shall be provided with a positive means to prevent water, gases and odors from entering the hallway. The drain must also be provided with either a backup valve precluding the possibility of sewage backup into pit, OR be provided with a dry pan drain for a sump located outside of the hallway but not within the elevator machine space.

CALIFORNIA HOME ELEVATOR & STAIR LIFTS 300 HUNTINGTON AVENUE, SUITE 101 CHICOPEE, MASSACHUSETTS 01020			
TITLE ELEVATOR/SHOES-IN CONSTRUCTION DETAIL			SCALE NONE
DRAWN BY J	ORIGINAL DATE 05/21/2016	DRAWING NO. 05210-63	REV 0
JOB INFORMATION VERN ARTERIA RESIDENCE		PAGE 4 of 11	

ELEVATOR SHAFT FRAMING

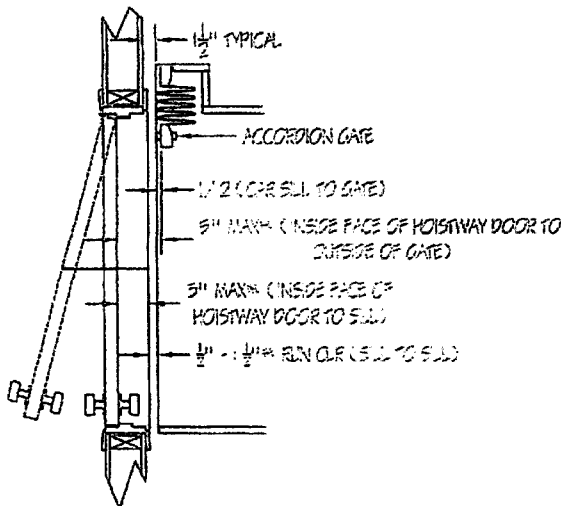
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PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE CA 92315



Final
Shaft
Size for
2 Sheets
of Drywall

TYPICAL DOOR LOCATION DETAIL

* HORIZONTAL RUNNING CLEARANCES
REQUIRED BY ASME A17.1, SECTION 9.3



Final Elevator Shaft Dimension Requirements

Manufacturer's requirements for elevator shaft with two layers of 5/8" drywall shown here on this drawing 63" x 57" rough framing

.\symlogo (2).jpg

WWW.SYMMETRYELEVATOR.COM
866-785-6203

SCALE	SCALE
DATE	REV

ELEVATOR SHAFT FRAMING

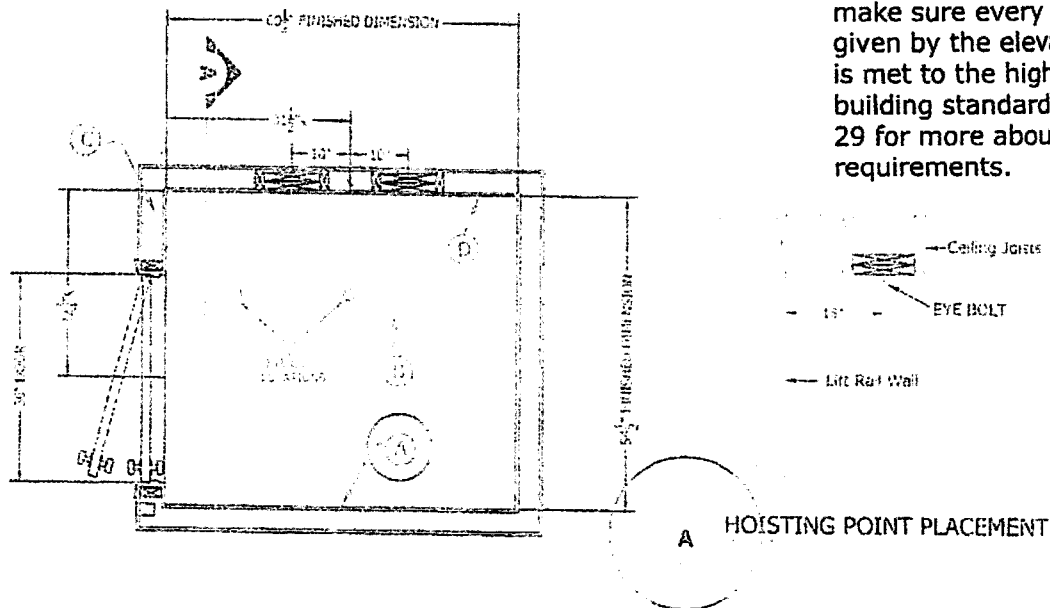
PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
OWNER: VERNON MURRAY
ADDRESS: 215 N. MARENGO, PASADENA, CA 91101
PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE, CA 92315

Existing Elevator Shaft Framing

See notes on Pg. 26 regarding Existing Elevator Shaft conditions.

Elevator shaft requires further inspection and corrections to make sure every specification given by the elevator company is met to the highest level of building standards. See pg. 29 for more about framing requirements.

HOISTWAY FRAMING PLAN VIEW



WORK BY OTHERS

A. CONTRACTOR PROVIDE A HOISTWAY COMPART WITH ALL DEMOLITION, ADDITIONAL FRAMING, DETAILS, AND FRAMING COMPONENTS NECESSARY TO PREPARE THE EXISTING BUILDING TO RECEIVE THE ELEVATOR. PROVIDE RAILING AS REQUIRED FOLLOWING INSTALLATION.

B. PROVIDE STRUCTURAL HOISTING BEAM FOR INSTALLATION OF EQUIPMENT AT TOP OF SHAFT. MAY BE REMOVABLE AFTER INSTALLATION. STRUCTURAL HOIST POINT CENTERED ON RAIL WALL MUST SUPPORT TEMPORARY LOAD OF UP TO 2,000 LBS (SAFETY FACTOR INCLUDED). HOIST POINT LOCATED 12" FROM DOOR MUST SUPPORT TEMPORARY LOAD OF UP TO 5,000 LBS (SAFETY FACTOR INCLUDED).

C. CONTRACTOR PROVIDE 9" X 9" CURB, FINISHED ACCESS HATCH (CABINET-STYLE DOOR & LOCK) AT TOP OF HOISTWAY WITH SPRING CLOSURE OR SELF-CLOSING PINGES. LOCATED 102.5" FROM TOP OF CURB TO CENTER OF HATCH, TIGHT TO SHAFT CORNER.

D. CONTRACTOR TO PROVIDE ACCESS TO MACHINE SPACE FROM HOISTWAY FOR ELECTRICAL WIRING. CONTRACTOR TO CLOSE UP AFTER ELEVATOR IS INSTALLED.

CALIFORNIA HOME ELEVATOR & STAIR LIFTS			
RESIDENTIAL WOODEN STAIR OR STAIRS (CABINETS) AS ABOVE			
TITLE			SCALE
ELEVATOR SHAFTS - HOISTWAY FRAMING PLAN VIEW			NONE
DRAWN BY	ORIGINAL DATE	DRAWING NO.	REV.
JR	04/21/2014	00000000	0
PROJECT INFORMATION			PAGE
JERRY MURRAY REPAIRS			6 of 11

ELEVATOR SHAFT FRAMING

PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
OWNER: VERNON MURRAY
ADDRESS: 215 N. MARENGO, PASADENA, CA 91101
PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE, CA 92315

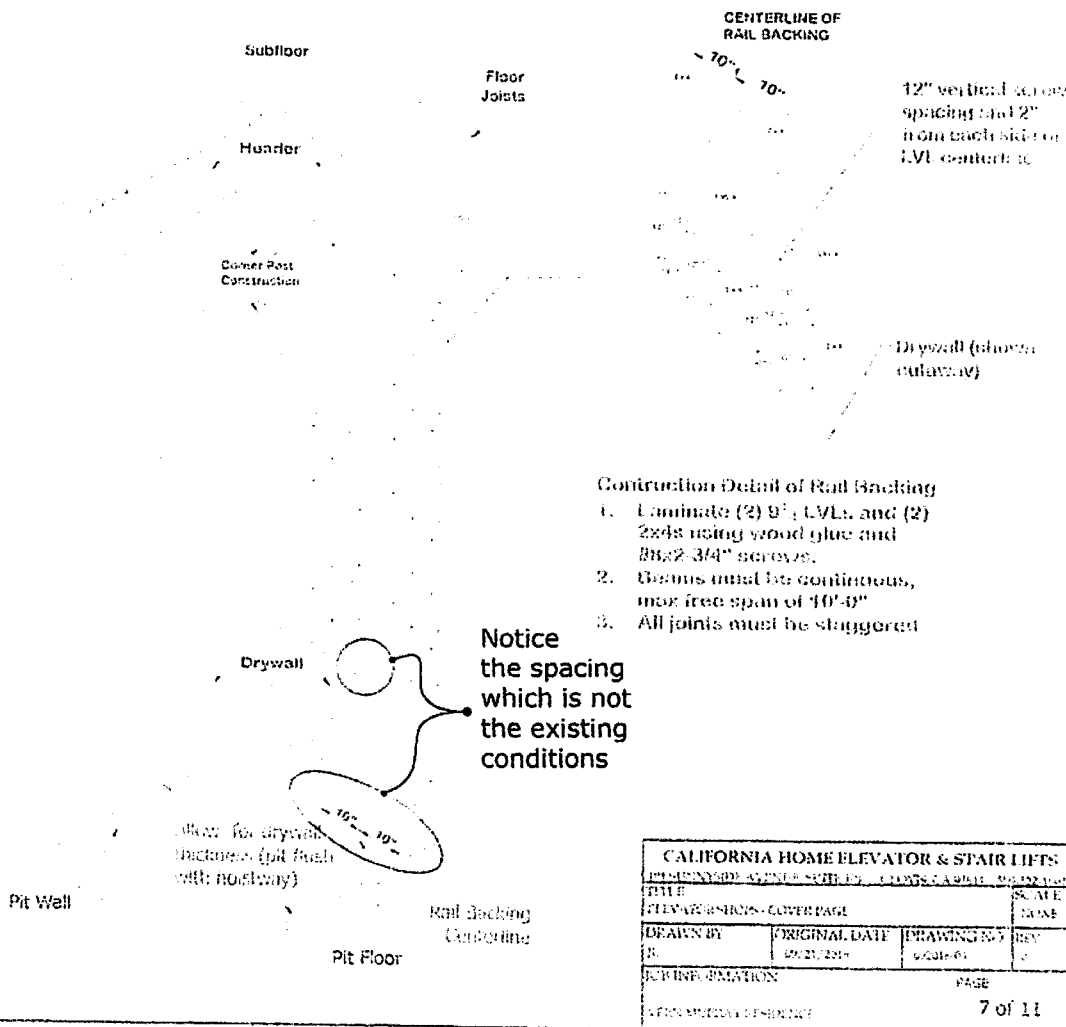
Existing Elevator Shaft Framing

Existing elevator shaft conditions as shown in pictures do not completely conform to the typical hoist way construction as shown in the manufacturer's/installer's details as shown on this page. Rail backing is also not installed in the correct places.

This shows LVL's not DF timbers.

TYPICAL HOISTWAY CONSTRUCTION

TYPICAL RAIL
BACKING DETAIL



CALIFORNIA HOME ELEVATOR & STAIR LIFTS			
PROPERTY NO. 4771018 SITE NO. 170075 DRAWING NO. 06-102			
TITLE			STATE
ELEVATOR/STAIRS - COVER PAGE			DATE
DRAWN BY	ORIGINAL DATE	DRAWING NO.	REV.
R.	09-25-2014	0-0310-01	0
REFINISH/REVISION		PAGE	
APPROVED FOR ISSUANCE		7 of 11	

ELEVATOR SHAFT FRAMING

PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
OWNER: VERNON MURRAY
ADDRESS: 215 N. MARENGO, PASADENA, CA 91101
PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE, CA 92315



U.S. Mail Only: P.O. Box 3070 Big Bear Lake, CA 92315
Physical Business Address: 41656 Big Bear Blvd Big Bear Lake, CA 92315
Email: seamanalec@gmail.com (951)206-1743

Pictures of Turret
Friday, June 30, 2017

Project Description:

Murray's Residence Framing Repairs and Corrections

Prepared For:

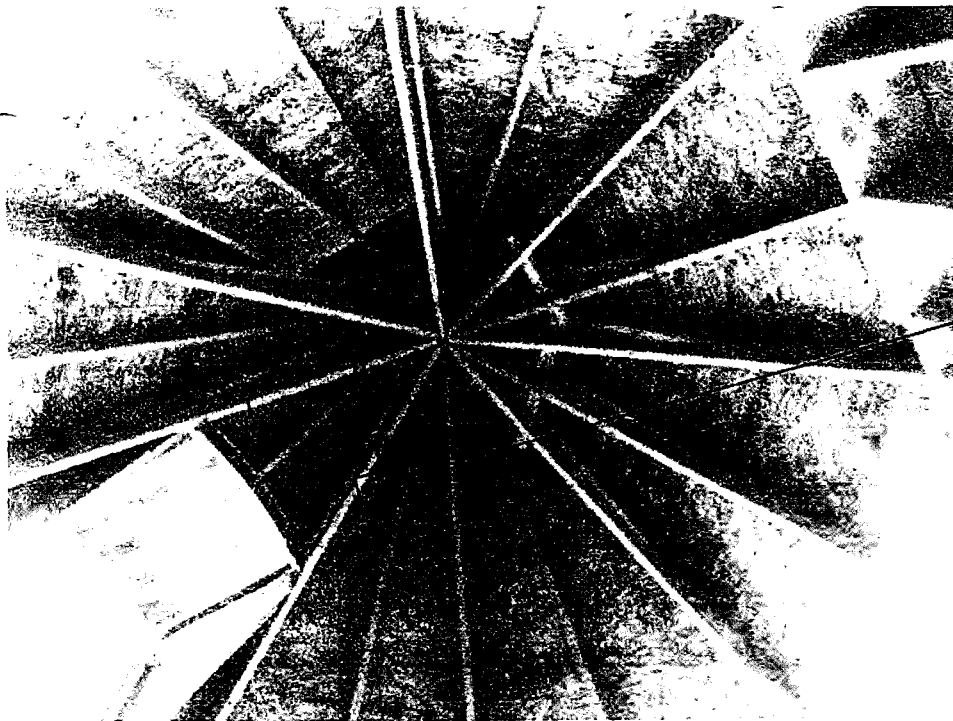
Vernon Murray

215 N. Marengo
Pasadena, CA 91101

Project Address:

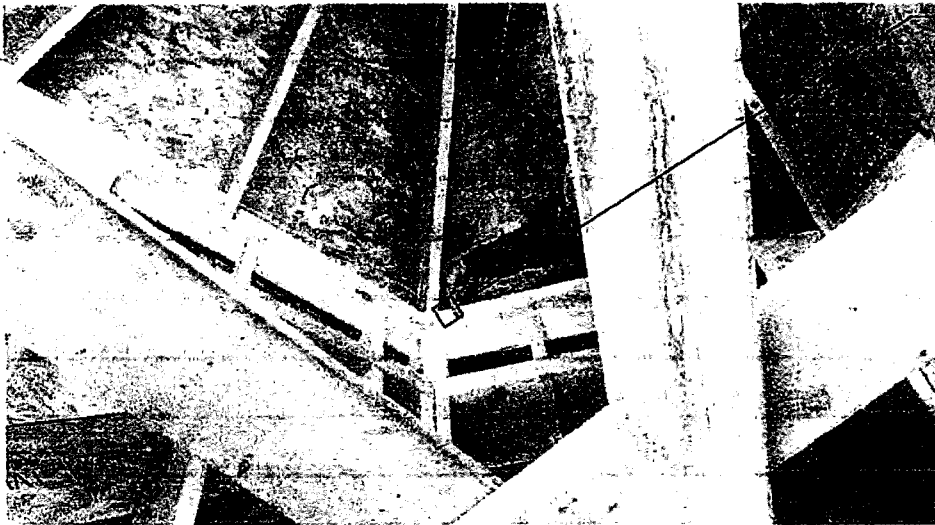
28728 Palisades Dr.
Lake Arrowhead, CA 92352

SHEET INDEX	
Pg. 1-4	Turret Framing Pictures w/ notes
-	-
-	-
-	-



NOTE A

• Turret before framing corrections added.

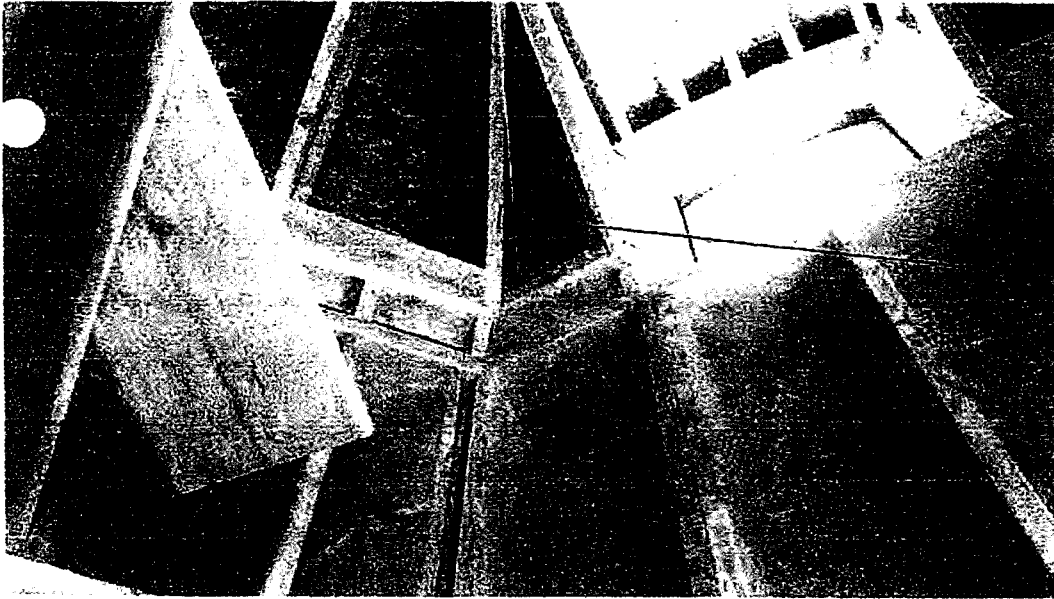


NOTE B

• Strings strung from corner to corner where they are supposed the corners are supposed to meet up/plane in.

MAIN FLOOR FRAMING REPAIRS

PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
OWNER: VERNON MURRAY
ADDRESS: 215 N. MARENGO, PASADENA, CA 91101
PREPARED BY: ALEC SEAMAN CONSTRUCTION
ADDRESS: P.O. BOX 3070 BIG BEAR LAKE, CA 92315



NOTE A

- This picture shows that the framing doesn't match the points where the proper turret corners should be coming together.

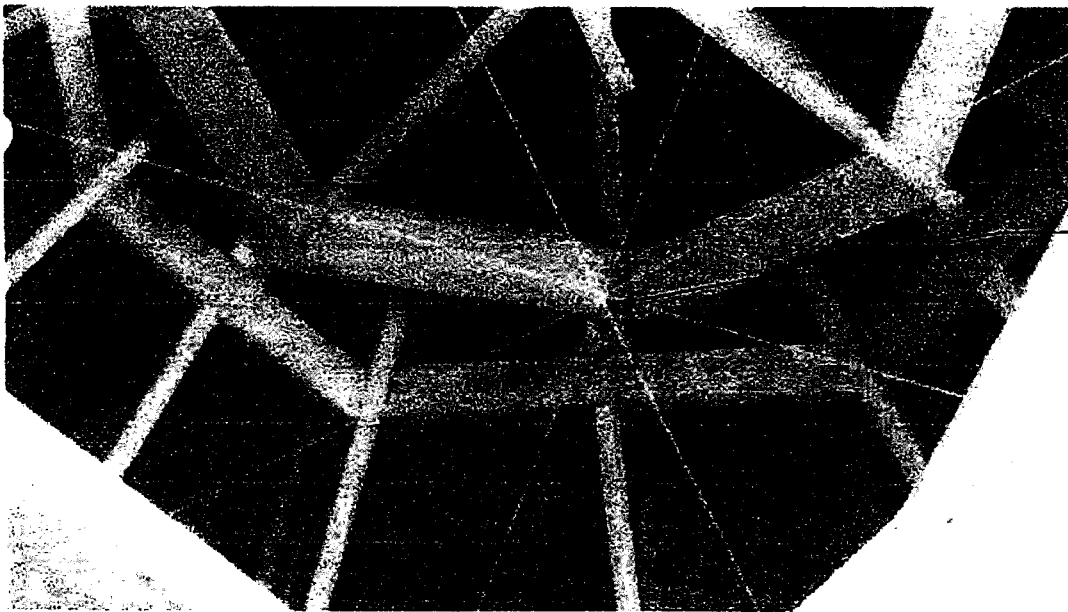


NOTE B

- Same as Note A

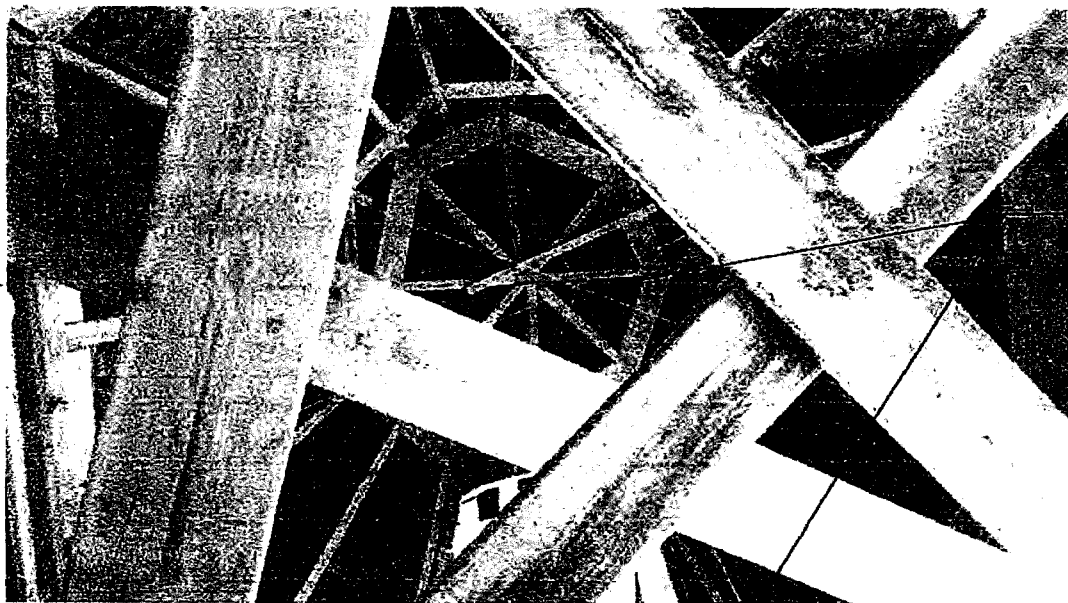
MAIN FLOOR FRAMING REPAIRS

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ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
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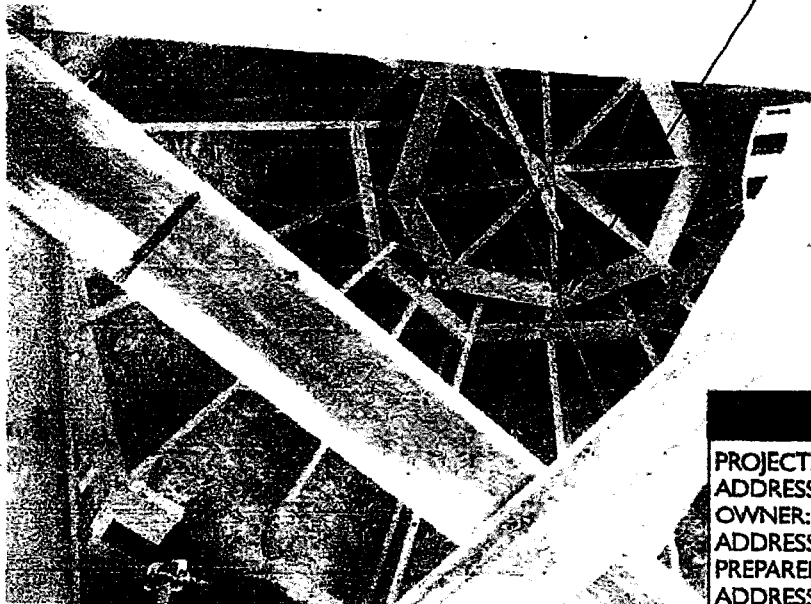
NOTE A

• Our string lines show the proper center point of turret.



NOTE B

• Our string lines compared to the existing turret framing show how much correction is needed.



MAIN FLOOR FRAMING REPAIRS

PROJECT: MURRAY'S RESIDENCE FRAMING REPAIRS
ADDRESS: 28728 PALISADES DR., LAKE ARROWHEAD, CA 92352
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County of San Bernardino
BUILDING AND SAFETY DIVISION

For VICTORIA M. MENDOZA
Address 78728 Polaris Ln D1 Date 9/2/17

CORRECTION NOTICE

Permit No. _____

1) Exterior Wall

2) Provide Water Hammer

Arrested & Bending
Pressure

3) Severed pipe 4" O.C

US Forest Service

4) Missing pipe @ elevations

5) Check for all signs

6) Missing Hubs see Plans marked

7) Provide Fall Protection

8) Secure Box Pipe

9) Provide Marking

Inspection Note Completed

☐ Please make corrections and call for reinspection.

☐ Please make corrections and proceed with work.

[Signature]
Inspector

Exhibit 2



Land Use Services Department Building & Safety Division

STRUCTURAL OBSERVATION REPORT FORM

STRUCTURAL OBSERVATION means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by Section 108, 1701 or other sections of the code.

This report includes all construction work through 9/14/17 to 9/14/17 Page No. 1 of 1

Job Address: 28728 PALISADES LA. Structural Observer of Record (SOR): BRYANT R. BERGESON Phone No. of SOR: 556-6970

Permit No.: B2015 05418 Structural Observation performed by: BRYANT R. BERGESON Professional Lic. / Reg. No. of Observer: 48805 Phone No. of Observer: 224-6389

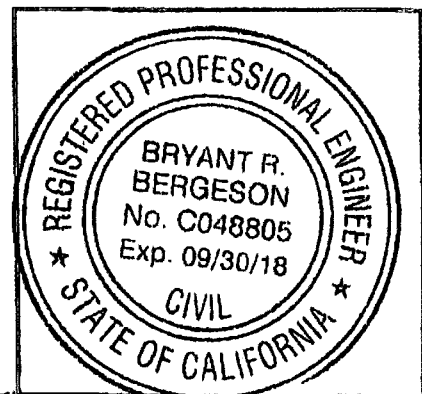
OBSERVED STRUCTURAL ELEMENTS AND THEIR CONNECTIONS

FOUNDATION	WALL	FRAMES	FLOOR	ELEMENTS/ CONNECTION OBSERVATION LOCATION
<input type="radio"/> Footing, Stem Walls	<input type="radio"/> Concrete	<input type="radio"/> Steel Moment Frame	<input type="radio"/> Concrete	MUTUAL STRAPS 5 HTTS'S OK
<input type="radio"/> Mat Foundation	<input type="radio"/> Masonry	<input type="radio"/> Steel Braced Frame	<input type="radio"/> Steel Deck	
<input type="radio"/> Caisson, Piles, Grade, Beams	<input checked="" type="radio"/> Wood	<input type="radio"/> Concrete Moment Frame	<input type="radio"/> Wood	
<input type="radio"/> Retaining Foundation Hillside Special Anchors	<input checked="" type="radio"/> Other: COMBO.	<input type="radio"/> Masonry Wall Frame	<input type="radio"/> Other:	
<input type="radio"/> Other:		<input type="radio"/> Other:		

NOTED DEFICIENCIES with the proposed corresponding corrective actions with the respect to general conformance with the approved plans or in the load path: (A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official.)

I DECLARE THAT THE FOLLOWING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE:

- I AM THE ENGINEER OR ARCHITECT RETAINED BY THE OWNER TO BE IN RESPONSIBLE CHARGE FOR THE STRUCTURAL OBSERVATION IN ACCORDANCE WITH THE REQUIREMENTS OF SAN BERNARDINO COUNTY.
- I, OR ANOTHER ENGINEER OR ARCHITECT WHO I HAVE DESIGNATED ABOVE IS UNDER MY RESPONSIBLE CHARGE, HAS PERFORMED THE REQUIRED SITE VISITS AT EACH SIGNIFICANT CONSTRUCTION STAGE TO VERIFY IF THE STRUCTURE IS IN GENERAL CONFORMANCE WITH APPROVED PLANS AND SPECIFICATIONS;
- ALL NOTED DEFICIENCIES WHICH REMAIN TO BE CORRECTED HAVE BEEN INDICATED ABOVE;
- I RECOMMEND THAT ACCEPTANCE OF THE STRUCTURAL SYSTEMS BY SAN BERNARDINO COUNTY BE WITHHELD UNTIL ALL OBSERVED DEFICIENCIES ARE CORRECTED.



STAMP OF STRUCTURAL OBSERVER

SIGNATURE OF STRUCTURAL OBSERVER

DATE

Exhibit 3

SIMPSON GUMPERTZ & HEGER



14 December 2017

Engineering of Structures
and Building Enclosures

Mr. Vernon Murray
215 North Marengo
Pasadena, CA 91101

Project 178198 – Structural Engineering Consulting Services, Murray Residence,
28728 Palisades Drive, Lake Arrowhead, CA

Dear Mr. Murray:

At your request, Simpson Gumpertz & Heger Inc. (SGH) is providing this letter to summarize our assessment of structural issues related to the design and construction of the Murray Residence in Lake Arrowhead and to provide options going forward to address the aforementioned issues.

On 21 October 2017, Jim McDonald and Steven Shepherd of SGH visited the Murray residence and observed that many structural conditions had not been constructed as specified on the structural drawings. On 18 November 2017, Steven Shepherd visited the house again and met with a framing contractor named Bill to discuss the installation of seismic straps and hold-downs that had not yet been installed per the structural drawings. Our review of the permitted structural drawings revealed further concerns that will also be addressed in this letter.

Our understanding of the structural drawings relies on the following assumptions when reading plan sheets:

- Visible walls represent walls in the story below the labeled floor plan.
- Visible posts represent posts in the story above the labeled floor plan.
- Vertical strap and hold-down call-outs represent straps and hold-downs at the bottom of the wall in the story below the labeled floor plan.
 - The foundation plan is an exception to this assumption; hold-down call-outs shown on the foundation plan represent hold-downs at the bottom of the post of the foundation level. This creates a scenario where the same post has a hold-down call-out on both the foundation plan and an above story plan (see Sheet S-6 in Attachment A).

These assumptions are consistent with observations made during the aforementioned site visits, but SGH requests that the Structural Engineer of Record (SEOR) verify that our understanding of the drawings is accurate.

Structural elements observed during our site visits include shear walls and their connections to supporting elements and supported elements, locations of bearing posts and their load path to the foundation, diaphragm geometry and connections to shear walls, and foundation epoxy doweling and reinforcement layout. We summarize our observations of structural issues below. Each issue is categorized by importance (minor, moderate, or critical) and includes a recommendation for resolving said issue.

Exhibit 4

SIMPSON GUMPERTZ & HEGER INC.

1150 S. Olive Street, Suite 1600, Los Angeles, CA 90015

main: 213.271.2000 fax: 213.617.0411 www.sgh.com

Boston | Chicago | Houston | New York | San Francisco | Southern California | Washington, DC

1. OBSERVED STRUCTURAL ISSUES

1.1 Discontinuous Shear Walls

- A shear wall is considered discontinuous where a shear wall exists at one floor but is not supported by another shear wall directly on the floor below. This condition taken alone does not necessarily constitute an unsafe condition. The condition is considered safe only when the "missing" shear wall is replaced by other elements that can transfer the shear wall loads ultimately to the foundation. This includes the diaphragm to distribute the shear wall shear force and transfer girders or posts to transfer the shear wall overturning forces. We identified six instances of discontinuous shear walls where we could not identify sufficient transfer girders and posts (Attachment A). Among these, five instances occurred with no indication on the permitted drawings specifying a transfer girder or support post. We identified one location where the drawings specify a transfer girder, but we did not observe the transfer girder in the as-built framing (in the field). Our site observations were not comprehensive, and there may potentially be other transfer girders shown on plan but missing in the field.
- Degree of importance: Critical.

1.2 Shear Walls Lack Adequate Attachment to the Floor Above

- Detail WD31/D-2 shows Simpson clips providing attachment between shear wall plywood sheathing and the floor joist above for walls parallel to the floor joists. We observed several interior shear walls parallel to floor joists that were installed without ensuring that additional floor joists were in place directly above the wall to facilitate attachment using clips. Without adequate connection to the floor diaphragms, these shear walls cannot serve their purpose in resisting seismic loads.
- Degree of importance: Critical.

1.3 Shear Walls are Missing Vertical Straps and Hold-Downs

- During a seismic event, shear walls resist overturning forces. Straps and hold-downs are commonly specified at the ends of shear walls for proper overturning force transfer. We observed two issues at multiple locations for shear wall straps and hold-downs: (1) Straps and hold-downs were not installed per design drawings or visual observation could not verify their installation, and (2) Design drawings did not call out straps and hold-downs at all locations where we expect straps / hold-downs are necessary to resolve overturning forces. Where we could not observe the straps or hold-downs, it is possible that the straps or hold-downs at some locations are concealed, for example, by exterior finishes. However, there are some locations where we were able to verify that no strap had been installed at the shear wall edge. These visually confirmed locations were limited to the underside of discontinuous shear walls, where we were able to confirm the transfer girder below had no straps on either side. A summary of our hold-down survey from the 21 October 2017 site visit is included for reference (Attachment B).
- Degree of importance: Critical.

1.4 Floor-to-floor Connection of HSS Fireplace Support is Inadequate for Resisting the Required Tensile Forces

- Fireplaces in the structure are supported by cantilever framing. An HSS post supports the back end of the cantilever and is subjected to tensile forces as a result. The installed

connection of HSS posts between floors utilizes wood screws, which requires tension forces to pass through wood elements in cross-grain tension. The building code does not allow wood to resist loads in cross-grain tension.

- Degree of severity: Critical.

1.5 Footing Reinforcement and Doweling

- We observed an unplaced fireplace support framing footing to have less steel reinforcement laid out than is shown in the design drawings. In addition, there are visible air gaps between epoxy and dowels into previously poured foundations.
- Degree of severity: Moderate.

1.6 Deck at Main Floor is not Sheathed per Design Drawings

- We understand the SEOR is aware of this design change. Without plywood sheathing, SGH analyzed the deck using the as-built planking as the diaphragm. Our analysis indicates straight sheathing of the planking may provide adequate design strength and stiffness, if the deck is sufficiently light.
- Degree of severity: Minor.

1.7 Posts Supporting Exterior Decks at Rear of House

- SGH performed calculations for the posts supporting the rear decks. Post sizes specified on framing plans do not match post size shown on Elevation Sheet S-10. SGH used post sizes specified on framing plans for calculation purposes. For the post size and unbraced length specified on the design drawings combined with the updated loading from each deck (i.e. granite topping on the Main and Middle floor decks and Trex at the Lower floor deck), SGH has found the specified posts to be satisfactory for design gravity loads. Deck seismic forces are resisted by the wall line facing the lake. Our analysis indicates the deck has sufficient diaphragm capacity to transfer the design seismic force to the wall line.
- Degree of importance: Not applicable.

1.8 Depressed Floor Framing at Bar Area

- The floor framing of the depressed floor area relies on a wood ledger between 2x6 floor joists. The floor joists are side nailed into the ends of the ledger blocks (end nailing to ledger blocks). The ledger blocks are in between every other floor joist bay to allow the end nailing into the ledger blocks. The ledger blocks are face nailed to 2x6 padding on the side of plywood that is on the side of a wood beam. It is unclear why the floor joists are not directly supported by the wood beam, and we did not verify the nailing is sufficient to support the design loads.
- Degree of importance: Moderate.

1.9 Retaining Walls are Potentially Under-Reinforced

- The retaining wall's reinforcement is under-designed when using CBC default values for soil properties. The geotechnical report for the design does not define lateral loads on basement retaining walls or other retaining walls.

Mr. Vernon Murray
Project 178198

- 4 -

14 December 2017

- Degree of importance: Potentially critical.

1.10 Analysis of Northwest Wall Line (facing the Lake)

- We performed an approximate seismic analysis of the series of shear walls on the northwest side of the house facing the lake. There are shear walls at each of the four levels; the wall line is offset out-of-plane at both the main level and middle level. Our analysis also considers proposed changes to the deck composition, with granite topping at the main and middle level decks and TREX composite decking at the lower level deck. We checked capacities of shear walls, straps and hold-downs, and diaphragms for Code compliance against design code seismic loads.

Our analysis identified potentially non-compliant conditions for the design seismic forces:

1. Shear walls between the foundation and lower floor, and between the lower floor and middle floor.
2. Shear wall straps and hold-downs at the foundation level, lower floor, and middle floor.
3. Diaphragm at the middle floor.
4. Posts and transfer girders supporting discontinuous shear walls above (posts and beams used to support discontinuous shear walls are required to be designed for overstrength forces per ASCE 7-10 Section 12.3.3.3).

Additionally, one discontinuous shear wall pier between the middle floor and main floor has no posts or transfer girder to support its overturning force. This issue also occurs in other locations and is addressed in Section 1.1 and 3.1 of this report.

Our shear wall calculations assume the shear walls are blocked per the shear nailing schedule shown on the structural plans. It is our interpretation of the schedule that shear wall Marks 1, 2a, and 4 do not specify blocking, while shear wall Marks 2b, 3, 5, and 6 specify that blocking is required.

- Degree of importance: Critical.

1.11 Special Inspection Requirements for Post-Installed Anchors

- In our review we observed specified holdowns not placed and supplemental framing added connecting to the foundation. Where post-installed anchors have or will be used, the 2013 California Building Code (CBC) requires special inspection for post-installed anchors, as indicated in Table 1705.3.

- Degree of importance: Moderate.

1.12 Straps on Roof

- We understand from Mr. Murray that the rooftop steel straps were installed and photographed by a subcontractor after the jurisdiction's framing inspector completed the framing inspection.

- Degree of importance: Moderate

1.13 Balcony Posts at Middle Floor is Installed Out-of-plumb

- We observed the exterior posts spanning from the Middle Floor to the Main Floor to be installed out-of-plumb with the offset at the base. This creates an eccentricity in the gravity load path that will create additional forces and moments on framing members. SGH has considered the effect of these additional forces on the as-built framing and connections and has provided a detail (Attachment C) to address these effects.
- Degree of importance: Critical.

2. CONCLUSIONS

The permitted drawings and the construction in place include a variety of shortcomings that compromise the Code intent for safety. Our approximate analysis of the shear walls on the northwest side indicates the design is potentially non-compliant with respect to Code requirements.

3. RECOMMENDATIONS

To mitigate the concerns identified above, we provide the following recommendations:

3.1 Discontinuous Shear Walls

- We recommend the SEOR review the discontinuous shear walls identified in Attachment A and provide a calculation that demonstrates the adequacy of the current shear wall configuration or a recommendation to mitigate the situation if it is found to be inadequate. If mitigation is necessary, we can provide recommendations for cost-effective solutions.

3.2 Shear Walls Lack Adequate Attachment to the Floor Above

- We recommend the SEOR resolve the design and construction conditions related to the shear walls with inadequate connection to the floor above. Alternatively, we recommend the diaphragm connection for each interior shear wall parallel to the floor joists be inspected and, where missing, additional floor joists added above walls as described in the Structural Floor Notes Item 6 on Sheets S-3 through S-6. Joists shall be connected to shear walls per Detail WD31/D-2. Where it is impractical to add floor joists, additional framing can be designed to connect the top of the shear wall to the diaphragm.

3.3 Shear Walls are Missing Vertical Straps and Hold-Downs

- During a site visit on 18 November 2017, Steven Shepherd of SGH and the framing contractor field-verified the location of straps and hold-downs shown on the design drawings but not currently installed. SGH is available to review the newly installed hardware once the contractor has finished installing the remaining straps and hold-downs. SGH has also prepared a markup highlighting additional locations that appear to require straps or hold-downs (Attachment A). The SEOR shall verify the necessity of these additional straps and hold-downs. Pending SEOR approval, contractor shall install appropriate hardware at the specified additional locations. We recommend the SEOR document, by means other than assertion, the presence of all straps and hold-downs specified on the drawings. For those straps and hold-downs not present, we recommend the SEOR provide a mitigation. The simplest mitigation for already specified straps or hold-downs would be installation of the strap or hold-down per plan, but existing conditions may require altering the installation. Further, we recommend the SEOR review the additional straps and hold-downs that we have identified in Attachment A to resolve overturning forces. For the additional straps or hold-

downs, we recommend that the SEOR review and either provide a calculation demonstrating the adequacy of the structure without them or revise his drawings to include them.

3.4 Floor-to-Floor Connection of HSS Fireplace Support

- Due to the inadequacies of the floor-to-floor connection of HSS fireplace support for resisting the required tensile forces, we recommend the SEOR specify and substantiate by calculation an adequate load path for the fireplace framing support. At a minimum, this would include the wood screws be replaced with thru-bolts that connect the base plate and top plate on either side of the floor-to-floor connection.

3.5 Footing Reinforcement and Doweling

- Contractor to verify foundation reinforcement is laid out per design drawings. We recommend pull-testing epoxied dowels with visible air gaps to verify the dowel has reached design strength.
- Degree of severity: Moderate.

3.6 Deck at Main Floor is not Sheathed per Design Drawings

- SEOR to verify that the decks without plywood sheathing have sufficient diaphragm strength to drag seismic forces to shear walls. The SEOR should consider specifying diagonal sheathing to increase the deck diaphragm strength and stiffness.

3.7 Posts Supporting Exterior Decks at Rear of House have Large Unbraced Length

- We recommend the contractor verify the installed posts match the sizes shown on the framing plans. We also recommend the structural drawings be updated to eliminate this inconsistency.

3.8 Depressed Floor Framing at Bar Area

- We recommend the SEOR verify the adequacy of the framing including the nailing of each connection.

3.9 Potentially Under-Reinforced Retaining Walls

- SEOR to confirm retaining wall design is sufficient to support design soil loads. If non-default soil properties are used in calculations, SEOR shall substantiate the use of such properties with the geotechnical engineer.

3.10 Analysis of Northwest Wall Line (facing the Lake)

- We recommend the SEOR substantiate by calculation the seismic force resisting elements and their respective connections at each level of the northwest wall line for compliance with Code-level seismic forces, including the overstrength factor as required per ASCE 7-10 Section 12.3.3.3.
- SGH requests that the SEOR verify that our interpretation of the schedule, with respect to the shear wall blocking, is accurate.

Mr. Vernon Murray
Project 178198

- 7 -

14 December 2017

3.11 Special Inspection Requirements for Post-Installed Anchors

- SEOR to verify post-installed anchors have been installed with special inspection.

3.12 Straps on Roof

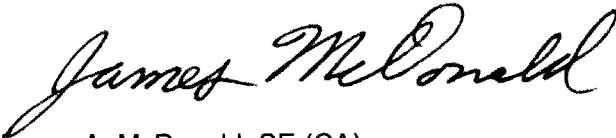
- We recommend SEOR verify installation of roof straps by non-destructive means.

3.13 Posts at Middle Floor is Installed Out-of-plumb

- We recommend the SEOR review our detail and verify it provides an adequate load path for the framing supporting the balcony. The review should include a decision whether to include the tension strap shown in the detail.

Please let us know if you have any questions or need additional information regarding the issues identified above.

Sincerely yours,

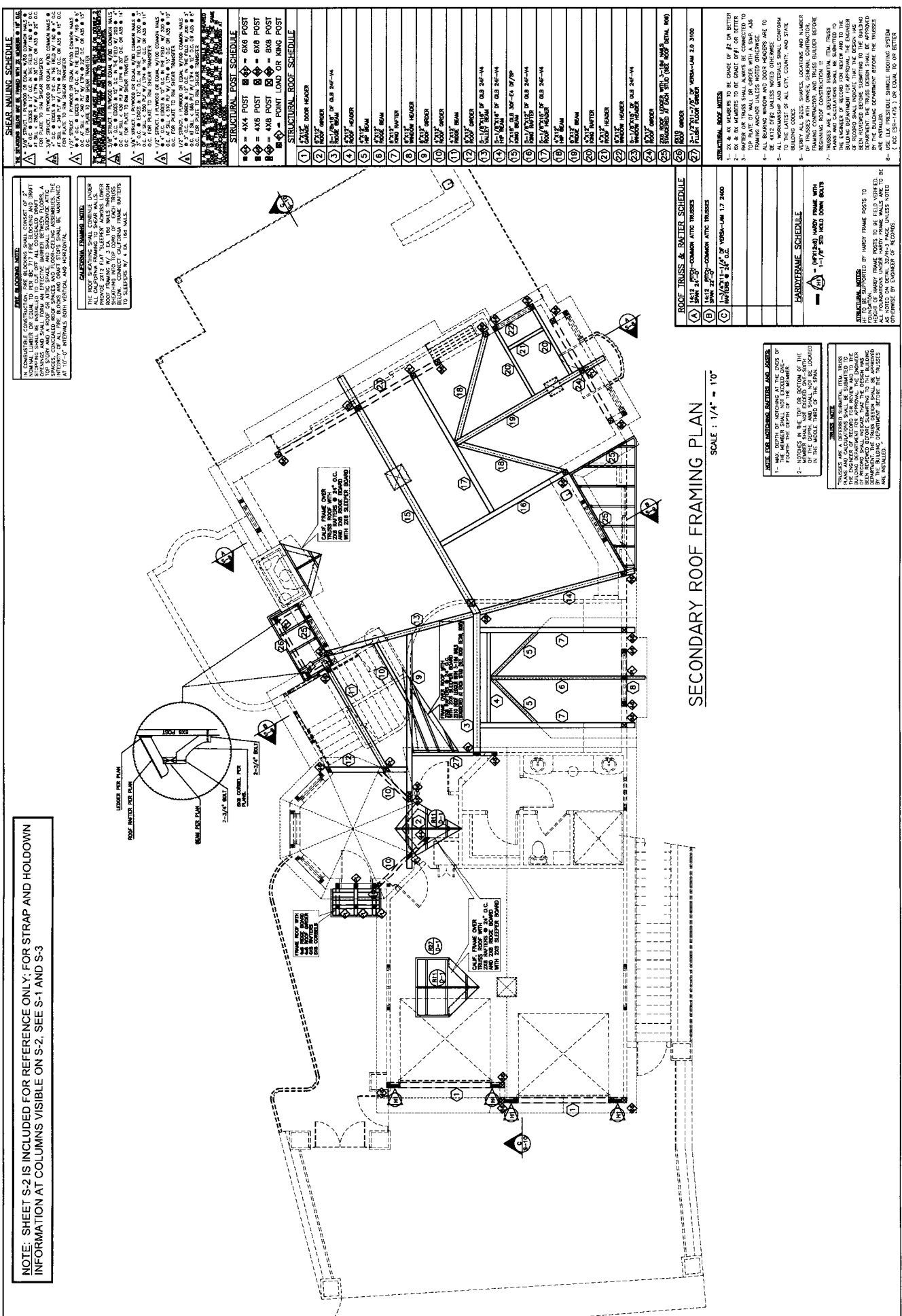
A handwritten signature in black ink that reads "James McDonald". The signature is written in a cursive, flowing style.

James A. McDonald, SE (CA)
Associate Principal

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Attachment A

DATE	02/02/16	PROJECT	28728 PALMVIEW DR.
SYN	02/02/16	CONTRACTOR	VERNON MURRAY
CON	02/02/16	OWNER	VERNON MURRAY
CON	02/02/16	ADDRESS	28728 PALMVIEW DR.
CON	02/02/16	CITY	LA JOLLA, CA 92037
CON	02/02/16	COUNTY	SAN DIEGO
CON	02/02/16	STATE	CALIFORNIA
CON	02/02/16	ZIP	92037
CON	02/02/16	PHONE	(619) 444-1101
CON	02/02/16	FAX	(619) 444-1101
CON	02/02/16	EMAIL	VERNON@VERNONMURRAY.COM
CON	02/02/16	WEBSITE	WWW.VERNONMURRAY.COM
CON	02/02/16	PROJECT NO.	28728 PALMVIEW DR.
CON	02/02/16	DATE	02/02/16
CON	02/02/16	BY	VERNON MURRAY
CON	02/02/16	CHECKED BY	VERNON MURRAY
CON	02/02/16	APPROVED BY	VERNON MURRAY
CON	02/02/16	SCALE	1/4" = 1'-0"
CON	02/02/16	SHEET NO.	S-2



1	2	3	4	5	6
7	8	9	10	11	12

Bryant R. Bergeson
CONSULTING ENGINEER
1001 W. 10th St.
Oklahoma City, Okla. 73101
(405) 521-0700

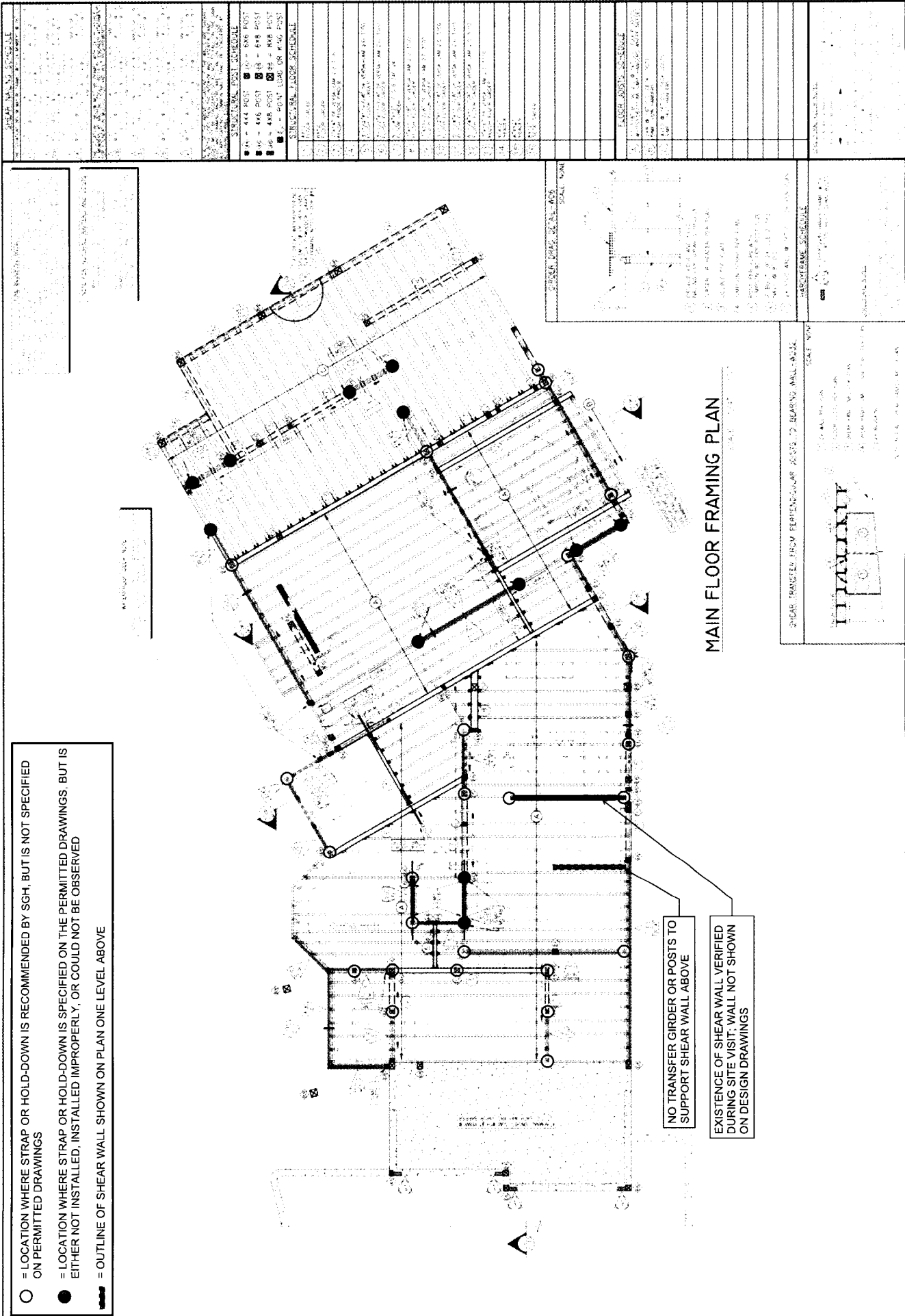
KADTEC
DRAFTING & DESIGN

Document Page 1 of 1

Page 79 of 88

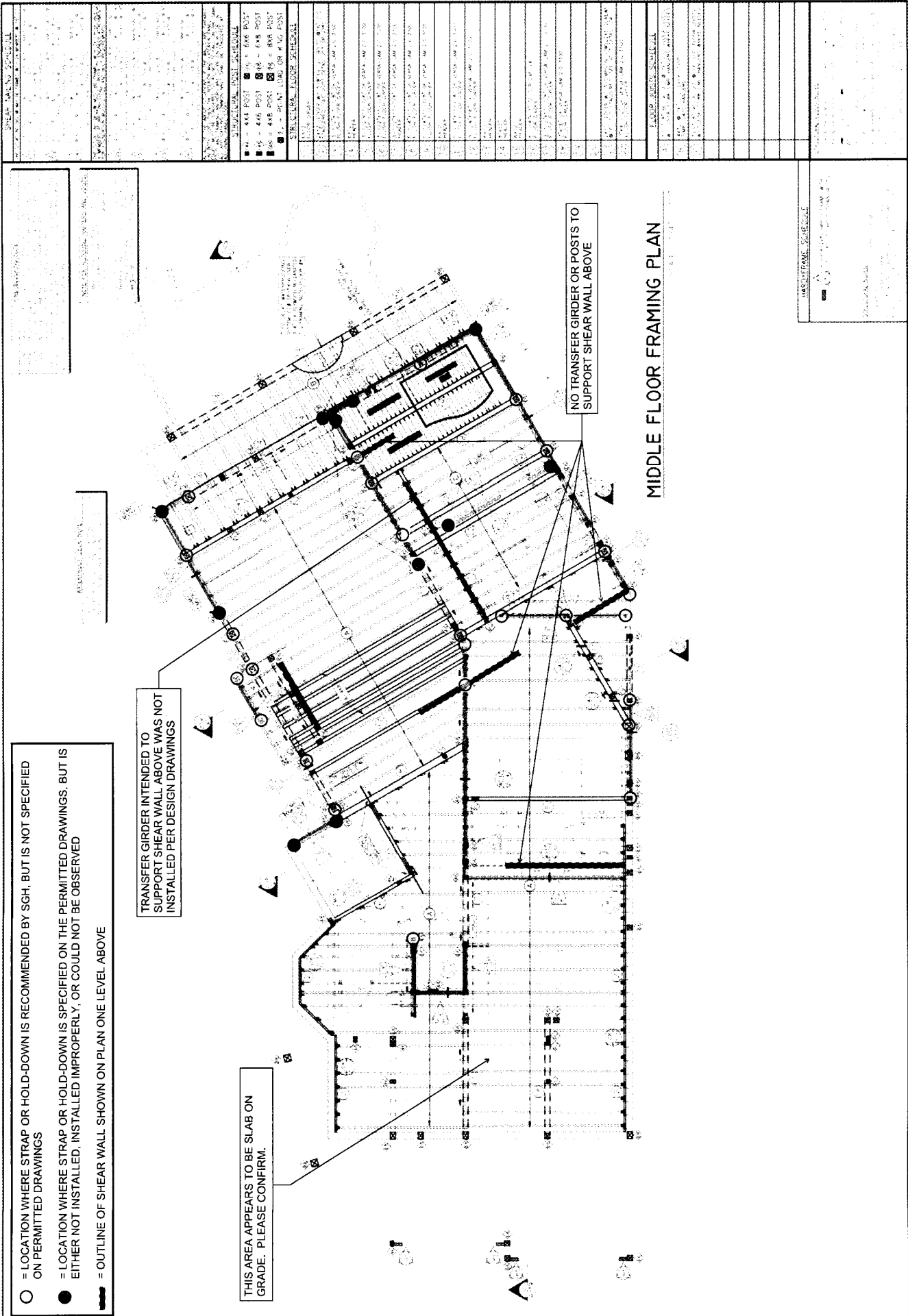
08/14/17

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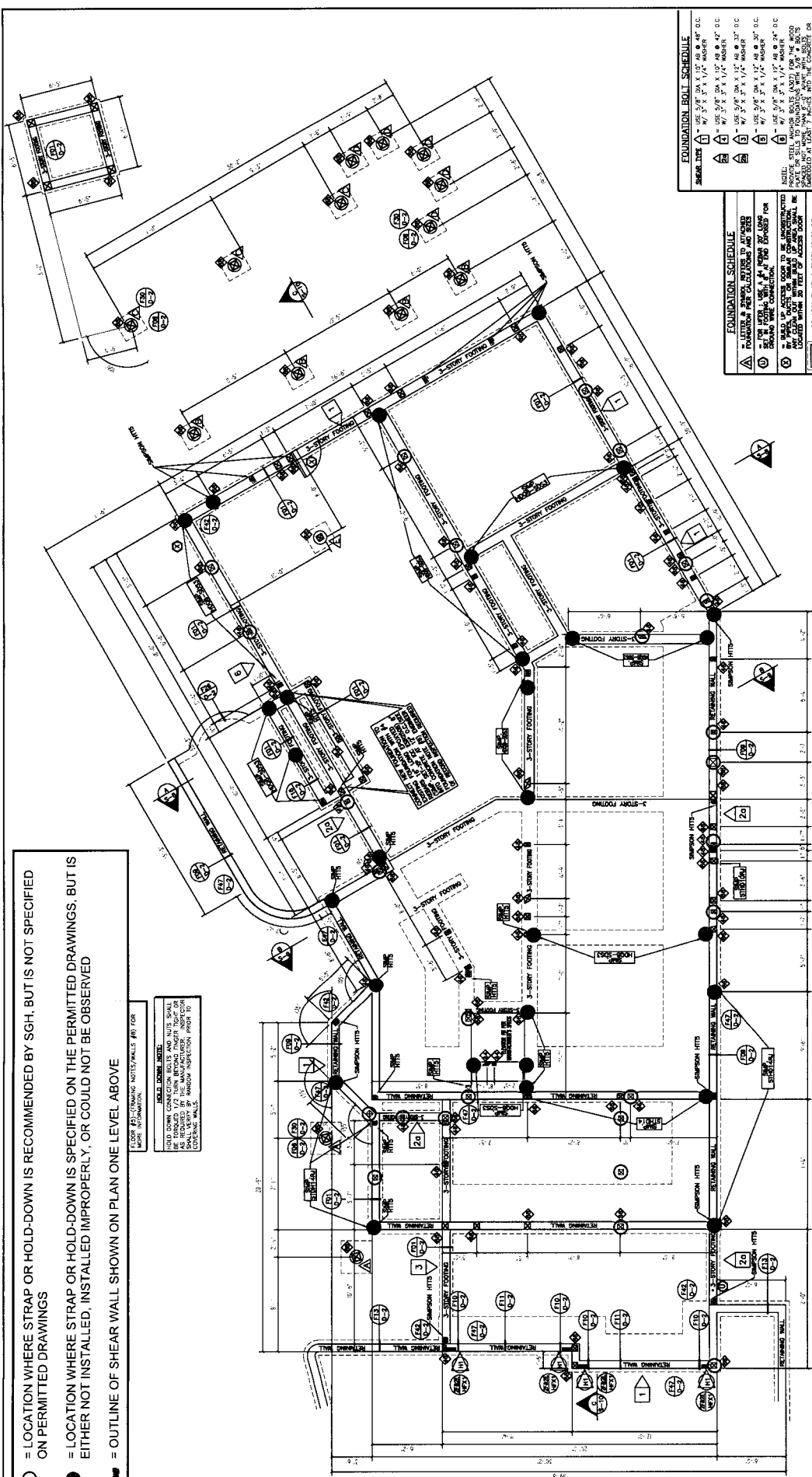
7-S

08/14/17

S-5

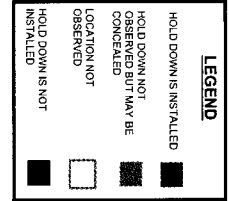


DATE: 02/12/19	BY: [Signature]	PROJECT: MURRAY'S RESIDENCE DR. 22352	OWNER: MURRAY, VERNON
REV: 02/02/20	CHK: [Signature]	ADDRESS: 22352 PALMVIEW DR. PASADENA, CA 91101	CITY: PASADENA, CA 91101
DATE: 02/12/19	APP: [Signature]	CONTRACT: 158-6170	PHONE: (626) 797-1111
DATE: 02/02/20	CON: [Signature]	CLIENT: BRYANT R. BERGESON	EMAIL: bryant@kadtac.com
DATE: 02/02/20	CON: [Signature]	PROJECT: MURRAY'S RESIDENCE DR. 22352	OWNER: MURRAY, VERNON



<p>FOUNDATION SCHEDULE</p> <p>1. 2x8 & 4x8 MEMBERS TO BE GRADE OR 12" OR BETTER</p> <p>2. ALL ANCHOR BOLTS AND HOLD-DOWNS SHALL BE TIED</p> <p>3. ALL ANCHOR BOLTS AND HOLD-DOWNS SHALL BE TIED</p> <p>4. IN PLACE PRIOR TO FOUNDATION INSPECTION</p> <p>5. BE HEIGHT/2 OR 5 FEET, WHICHEVER IS GREATER</p> <p>6. TO THE LATEST OF ANY OTHER REQUIREMENTS</p> <p>7. BUILDING CODES</p> <p>8. 2-2" OR MORE IN GUTTER INTO EACH A POSITION</p> <p>9. IS REQUIRED TO DESIGN OR DESIGN A NECESSARY</p> <p>10. BUILDING OR CHIMNEY PERMITTING</p> <p>11. HEIGHT SHALL HAVE STUDS AND FOOTINGS ADEQUATE</p> <p>12. USE DIMENSIONS S.E.T. 20' TYPICAL FOR ALL PROVIDED</p> <p>13. CONNECTIONS UNLESS NOTED BY THE ENGINEER OF RECORD.</p>	<p>FOUNDATION SCHEDULE</p> <p>1. 2x8 & 4x8 MEMBERS TO BE GRADE OR 12" OR BETTER</p> <p>2. ALL ANCHOR BOLTS AND HOLD-DOWNS SHALL BE TIED</p> <p>3. ALL ANCHOR BOLTS AND HOLD-DOWNS SHALL BE TIED</p> <p>4. IN PLACE PRIOR TO FOUNDATION INSPECTION</p> <p>5. BE HEIGHT/2 OR 5 FEET, WHICHEVER IS GREATER</p> <p>6. TO THE LATEST OF ANY OTHER REQUIREMENTS</p> <p>7. BUILDING CODES</p> <p>8. 2-2" OR MORE IN GUTTER INTO EACH A POSITION</p> <p>9. IS REQUIRED TO DESIGN OR DESIGN A NECESSARY</p> <p>10. BUILDING OR CHIMNEY PERMITTING</p> <p>11. HEIGHT SHALL HAVE STUDS AND FOOTINGS ADEQUATE</p> <p>12. USE DIMENSIONS S.E.T. 20' TYPICAL FOR ALL PROVIDED</p> <p>13. CONNECTIONS UNLESS NOTED BY THE ENGINEER OF RECORD.</p>
---	---

Attachment B



SECOND FLOOR JOINT WATER SOLID

2700/150 = 18 SOLID, OF JOINTS FOR UNDER FLOOR AREA SEE 1-2 PAGE (FILLING NOTES/ FLOOR 8) (SEE FILLING NOTES/ FLOOR 8) FOR MORE INFORMATION.

SOLID DOWN NOTE:

HOLD DOWN CONNECTION BOLTS AND NUTS SHALL BE TORQUED 1/2 TURN BEYOND FINGER TIGHT ONCE AS REQUIRED BY THE MANUFACTURER. INSPECTOR SHALL VERIFY BY RANDOM INSPECTION PRIOR TO COVERING WALLS.

FOUNDATION PLAN

SCALE : 1/4" = 1'0"

[illegible]

Lot:	15
TRACT:	2283
BLOCK:	0
A.P.N.:	0331-021-04

PROJECT:

Name: MURRAY

Address: 287

City: LAKE AR

CONTRACTOR:

CONTR. PHON

OWNER:
Name: VERNON MURRAY
Address: 215 N. MARENGO
City: PASADENA, CA. 91101
PHONE: (626) 584-9860
E-MAIL: sandy7711@yahoo.com

Bryant R. Bergeson
CONSULTING ENGINEER
(RCE 48805)
P.O. BOX 6885
CRESTLINE, CA. 92325

REVISION	DATE
STR.	02/03/16
SGN.	06/00/00
CNTY.	05/16/17
COBT.	06/00/00
COBT.	06/00/00

Attachment C

SIMPSON GUMPERTZ & HEGER

Engineering of Structures
and Building Enclosures

SHEET NO. _____

PROJECT NO. _____

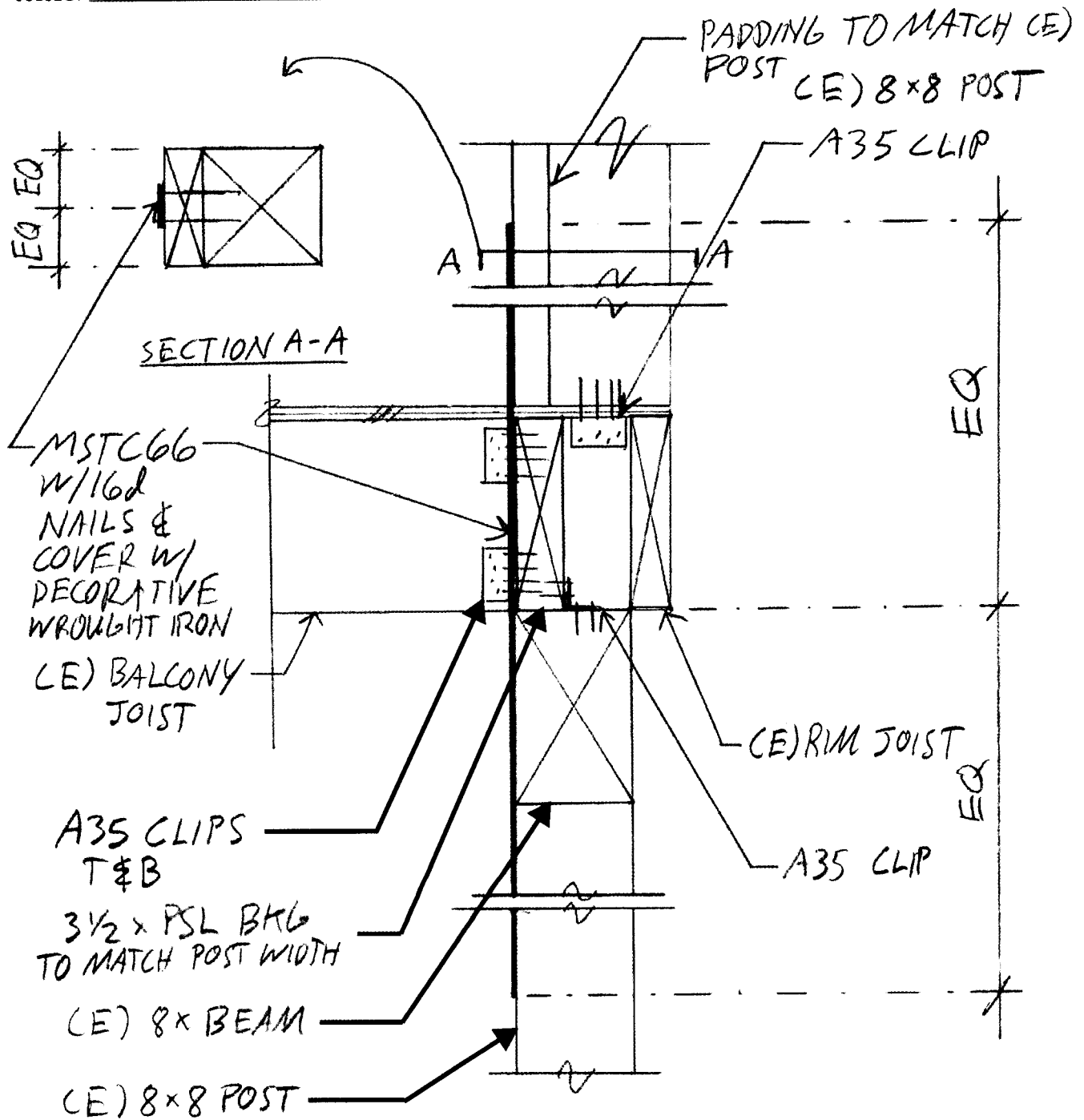
DATE _____

BY _____

CHECKED BY _____

CLIENT _____

SUBJECT _____

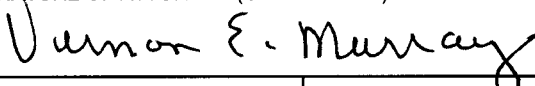


SECTION @ BALONY POST

B1046 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Vernon E. Murray in his individual capacity and as the General Partner of The Walnut Plaza, Ltd. and The Walnut Plaza, Ltd.	DEFENDANTS Aaron K. Anderson, individually and doing business as Aaron K. Anderson Construction			
ATTORNEYS (Firm Name, Address, and Telephone No.) Vernon E. Murray In Pro Per 215 North Marengo Avenue, Third Floor Pasadena, CA 91101-1504 626-584-9860	ATTORNEYS (If Known) Marjorie M. Johnson, Esq SBN146540 P.O. Box 1149 Riverside, CA 92502-1149 951-778-9878			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Trustee	<input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Other	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> Creditor <input type="checkbox"/> Trustee		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Debtor provided fraudulent written and verbal inspection reports in his capacity of general contractor for the purpose of inducing Plaintiffs to pay, among other things, over \$123,000 to himself and subcontractors for work that had not been completed at all or did not comply with Plans and Specifications. These actions were fraudulent and false per USC Section 523(a) (2)(A). Debtor also falsely represented in written and verbal inspection reports that the home was constructed one foot higher than permitted with the County and concealed that fact causing substantial damages.				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11 - Recovery of money/property - § 542 turnover of property <input type="checkbox"/> 12 - Recovery of money/property - § 547 preference <input type="checkbox"/> 13 - Recovery of money/property - § 548 fraudulent transfer <input type="checkbox"/> 14 - Recovery of money/property - other <input type="checkbox"/> FRBP 7001(2) – Validity, Priority or Extent of Lien 21 - Validity, priority or extent of lien or other interest in property <input type="checkbox"/> FRBP 7001(3) – Approval of Sale of Property 31 - Approval of sale of property of estate and of co-owner - § 363(h) <input type="checkbox"/> FRBP 7001(4) – Objection/Revocation of Discharge 41 - Objection / revocation of discharge - § 727(c),(d),(e) <input type="checkbox"/> FRBP 7001(5) – Revocation of Confirmation 51 - Revocation of confirmation <input type="checkbox"/> FRBP 7001(6) – Dischargeability 66 - Dischargeability - § 523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="vertical-align: top; width: 50%;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61 - Dischargeability - § 523(a)(5), domestic support <input type="checkbox"/> 68 - Dischargeability - § 523(a)(6), willful and malicious injury <input type="checkbox"/> 63 - Dischargeability - § 523(a)(8), student loan <input type="checkbox"/> 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65 - Dischargeability - other <input type="checkbox"/> FRBP 7001(7) – Injunctive Relief 71 - Injunctive relief - reinstatement of stay <input type="checkbox"/> 72 - Injunctive relief - other <input type="checkbox"/> FRBP 7001(8) Subordination of Claim or Interest 81 - Subordination of claim or interest <input type="checkbox"/> FRBP 7001(9) Declaratory Judgment 91 - Declaratory judgment <input type="checkbox"/> FRBP 7001(10) Determination of Removed Action 01 - Determination of removed claim or cause <input type="checkbox"/> Other SS-SIPA Case – 15 U.S.C. §§ 78aaa <i>et seq.</i> <input type="checkbox"/> 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11 - Recovery of money/property - § 542 turnover of property <input type="checkbox"/> 12 - Recovery of money/property - § 547 preference <input type="checkbox"/> 13 - Recovery of money/property - § 548 fraudulent transfer <input type="checkbox"/> 14 - Recovery of money/property - other <input type="checkbox"/> FRBP 7001(2) – Validity, Priority or Extent of Lien 21 - Validity, priority or extent of lien or other interest in property <input type="checkbox"/> FRBP 7001(3) – Approval of Sale of Property 31 - Approval of sale of property of estate and of co-owner - § 363(h) <input type="checkbox"/> FRBP 7001(4) – Objection/Revocation of Discharge 41 - Objection / revocation of discharge - § 727(c),(d),(e) <input type="checkbox"/> FRBP 7001(5) – Revocation of Confirmation 51 - Revocation of confirmation <input type="checkbox"/> FRBP 7001(6) – Dischargeability 66 - Dischargeability - § 523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61 - Dischargeability - § 523(a)(5), domestic support <input type="checkbox"/> 68 - Dischargeability - § 523(a)(6), willful and malicious injury <input type="checkbox"/> 63 - Dischargeability - § 523(a)(8), student loan <input type="checkbox"/> 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65 - Dischargeability - other <input type="checkbox"/> FRBP 7001(7) – Injunctive Relief 71 - Injunctive relief - reinstatement of stay <input type="checkbox"/> 72 - Injunctive relief - other <input type="checkbox"/> FRBP 7001(8) Subordination of Claim or Interest 81 - Subordination of claim or interest <input type="checkbox"/> FRBP 7001(9) Declaratory Judgment 91 - Declaratory judgment <input type="checkbox"/> FRBP 7001(10) Determination of Removed Action 01 - Determination of removed claim or cause <input type="checkbox"/> Other SS-SIPA Case – 15 U.S.C. §§ 78aaa <i>et seq.</i> <input type="checkbox"/> 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 213,000.00 plus additional damages according to proof		
Other Relief Sought				

B1040 (Page 2) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Aaron K. Anderson, individually and doing business as Aaron K. Anderson Construction		BANKRUPTCY CASE NO. 6:20-bk-10583-SC
DISTRICT IN WHICH CASE IS PENDING CALIFORNIA CENTRAL	DIVISIONAL OFFICE RIVERSIDE	NAME OF JUDGE SCOTT C. CLARKSON
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF Vernon E. Murray in his individual capacity and as the General Partner of The Walnut Plaza, Ltd. and The Walnut Plaza, Ltd.	DEFENDANT Aaron K. Anderson, individually and doing business as Aaron K. Anderson Construction	ADVERSARY PROCEEDING NO. CIVDS1812545
DISTRICT IN WHICH ADVERSARY IS PENDING SUPERIOR COURT OF THE STATE OF CALIFORNIA	DIVISIONAL OFFICE SAN BERNARDINO	NAME OF JUDGE DAVID COHN
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 04/24/2020	PRINT NAME OF ATTORNEY (OR PLAINTIFF) VERNON E. MURRAY	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.